

# University of Arkansas Community College Morrilton

1537 University Blvd  
Morrilton, AR 72110

## REQUEST FOR PROPOSAL CAMPUS BOOKSTORE OPERATIONS

SOLICITATION INFORMATION			
<b>Bid Number:</b>	0689-2023-002	<b>Solicitation Issued:</b>	November 4, 2022
<b>Description:</b>	Campus Bookstore Operations		
PROPOSALS MUST BE RECEIVED NO LATER THAN			
December 14, 9:00 am CST			
<p>Proposals <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the Vendor without further review. It is not necessary to return "no bids".</p>			
DELIVERY OF RESPONSE DOCUMENTS			
<b>Courier (UPS/FedEx):</b>	UACCM Attn: Anna Halbrook 1537 University Blvd Morrilton, AR 72110	<b>USPS:</b>	UACCM Attn: Anna Halbrook 1537 University Blvd Morrilton, AR 72110
<p>Vendors are responsible for delivery of their proposal documents to the University of Arkansas Community College Morrilton prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to the addresses listed above on a schedule determined by each individual provider.</p>			
<b>Proposal's Outer Packaging:</b>	<p>Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Vendor's name and return address</li></ul>		
UACCM PROCUREMENT SERVICES			
<b>Issuing Officer:</b>	Jeff Mullen	<b>Issuing Officer's Contact Info:</b>	Tel. 501-977-2125 Email <a href="mailto:mullen@uaccm.edu">mullen@uaccm.edu</a>

**I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified and interested firms to establish a contract through competitive negotiation for providing Campus Bookstore Operations for students, faculty, and staff of the University of Arkansas Community College Morrilton, here in after referred to as the “College” or “UACCM”. This RFP is to obtain a contract with a single qualified vendor that will provide quality bookstore management and operation services on the UACCM campus. The College is interested in receiving proposals from national, regional, or local firms specializing in book and merchandising store/retail services. This is a rebid of current services. The College has held an exclusive contract with its current provider since 2016 and that contract is reaching maturity. This RFP process will be an open-minded review of all options available to UACCM and is not intended to only satisfy statutory requirements of Arkansas procurement law and contract term limits. This RFP process will also give UACCM the opportunity to re-examine the campus bookstore program in order to meet current student needs and evolving technology.

**II. BACKGROUND**

A. The University of Arkansas Community College Morrilton was established in 1963 and has undergone three different name changes to its current state when it merged with the University of Arkansas System in 2001.

UACCM’s conversion to a college and its affiliation with the University of Arkansas System has stimulated a continuous expansion of UACCM’s programs and the growth of its campus. UACCM currently consists of 100 acres, 17 educational buildings, and various support facilities as well as our off-campus Community Education Center. The College annually serves approximately 4,100 students in technical, occupational, academic, adult education, and non-credit community education courses. Please visit [www.UACCM.edu](http://www.UACCM.edu) to learn more about the College.

B. The College enrollment figures for the last five years are indicated below.

- Fall 2018 – 1,902
- Fall 2019 – 1,837
- Fall 2020 – 1,836
- Fall 2021 – 1,953
- Fall 2022 – 1,888

C. The UACCM Bookstore is currently operated and managed by Textbook Brokers and is located in the Business Technology Center. The UACCM Bookstore website is [theuaccmbookstore.com](http://theuaccmbookstore.com).

The gross annual revenue for the last two fiscal years for textbook and total sales are as follows.

	Academic Year 2021	Academic Year 2022
Gross Textbook Sales	\$620,660	\$602,469
Gross Total Sales	\$748,762	\$ 703,986

The UACCM Bookstore contains approximately 1,631 square feet (1,367 sq. ft. main floor plus 264 sq. ft. storage/office space).

The UACCM Bookstore operates under the following standard hours:

Mon – Fri 8:00am – 5:00pm

Saturday/Sunday - Open as Needed

Hours of operation are extended during peak seasons (first week of classes, finals, book buy-back, tax-free weekend, orientation days, rental returns).

The Bookstore handles approximately 4,861 books for Spring, 4,965 titles for Fall, and 872 titles for Summer.

The College's unrestricted general fund revenue budget for fiscal year 2022-2023 is \$15,768,880. The College's latest financial statements and audit reports are available at <https://arklegaudit.gov/>. Proposers are expected to review other areas of the College's website at [www.UACCM.edu/](http://www.UACCM.edu/) for additional information.

### III. GENERAL INFORMATION AND PROPOSAL REQUIREMENTS

#### A. Program Objectives

The College is seeking a qualified contractor to furnish management, labor, equipment, goods and supplies necessary to manage and operate a professional bookstore that will provide the highest caliber of services to the College community. The College's overall goal in soliciting a Contractor to provide bookstore management services is to maintain a bookstore operation that provides students with exceptional services and satisfaction while keeping overall student expenditures on scholastic materials to a minimum. It is essential that the bookstore be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff. Products, prices, and services must promote confidence that the College community is obtaining the best possible combination of quality, customer service and price.

**Due to the rapidly changing nature of the college textbook industry, UACCM is willing to consider proposals tailored to a combination of e-commerce and/or traditional on-site store operations. Bidders should indicate whether reduced physical space requirements are desired for such a combined operation model. The College will consider any and all viable options not listed in this RFP that are in the best interest of UACCM.**

#### B. Scope of Work

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

#### C. Contract Term

The contract shall commence on April 1, 2023. The initial contract term will be for a period of seven (7) years.

#### D. Proposal Format

Contractor's proposal should include the following information in the order specified. If the Contractor fails to provide any of the following information, the College may, at its sole option, ask the Contractor to provide the necessary information, evaluate the proposal without the missing information or consider the proposal to be nonresponsive.

1. **Introductory Cover Letter**. Include contact names and email addresses who will be the points of contact during this RFP process.
2. **Acknowledgement of any Addenda** issued that modifies, supplements, or interprets any portion of this RFP.
  - This RFP shall be modified only by an addendum written and authorized by the College. No verbal or written information.
  - The College reserves the right to issue an addendum no less than three (3) calendar days prior to the bid opening to extend the bid opening and may or may not include changes to the RFP.
  - All addenda so issued shall become part of the specification and bid documents.
3. **Exceptions**. List any specifications, requirements, terms, conditions, and provisions in the RFP that the Contractor will not conform to.
4. **Equal Opportunity Policy**. Refer to page 7.
5. **EO-98 Grant & Disclosure Form**. Required for contracts \$25,000 and greater. (Attached at end of document).
6. **Executive Summary**. Summarize how the Contractor's organization and its proposed solution(s) can best meet the current and future bookstore services needs at the College. Include in this summary a discussion of the advantages and advances you would bring to the College's bookstore operations as demonstrated in your response to the RFP.
7. **Complete Client List**. Provide a list of accounts where the Contractor is currently operating a college or university bookstore similar to the one being proposed for UACCM. For each location on a college or university campus, indicate the length of time the Contractor has held the contract for the operation of the bookstore, and provide the name, address, and telephone number of a college or university official with the authority over the bookstore operation who can be contacted concerning the operation of the bookstore while under the management of the Contractor
8. **Textbook Pricing Policy**. Summarize the textbook pricing policy intended to be followed by the Contractor.
9. **Used Textbooks**. Describe the Contractor's access to wholesale used books.
10. **Automation Plan**. Provide any proposed automation plan for the management of the UACCM Bookstore. For each area to be automated, Contractor is to provide a brief description of what the automated system will do.
11. **Internal Systems**. Provide description of internal systems of the Contractor for:
  - Inventory controls for textbooks, trade books, and general merchandise
  - Recording, checking and reporting sales
  - Control of cash and refunds
  - Internal audit

**12. Policies / Programs / Procedures.** Indicate the policies / programs / procedures proposed for use in the operation of the UACCM Bookstore in the areas listed below:

- Buy-back of books
- Refunds
- Faculty/staff discounts
- Required Course Supplies: e.g. uniforms, scrubs, physical supplies
- Rentals
- Maintenance of all required course books in stock
- Methods for securing titles, publishers, and quantities from College faculty
- New categories of merchandise, if any, to be added for sale
- Pricing
- General book selections
- UACCM Merchandise

**13. Computer Interface.** The College seeks to leverage the industry's latest hardware and software technology to the greatest extent in systematizing and managing bookstore operations. The College operates POISE PX Student Information System currently and will be implementing Workday Student beginning in Fall 2023. Blackboard is the College LMS system.

- Describe the highlights of your firm's plans to implement the industry's best hardware and software technology.
- Describe your firm's experience in operating other Bookstore Services Contracts with a successful interface between your firm's computer system and Workday Student software, and Blackboard software.
- Alternatively, without the experience of having existing clients with a Workday Student Interface and/or Blackboard interface, describe your firm's willingness and ability to develop this as part of the services you may provide to the College.

**14. Proposed Management.** Provide an organization chart showing the Contractor's management team for handling UACCM bookstore services, including identification of key personnel. Submit job descriptions for any proposed manager and other staff members.

**15. Financial / Investment Proposal.** Provide a complete Investment Proposal.

- All proposed pricing must include an annual commission unrelated to sales and an annual commission based on a percent of sales.
- What commission percentage of total gross sales, less sales tax, do you guarantee to pay to the College on a monthly or quarterly basis during each year of the contract period?
- What annual minimum guaranteed commission do you propose to pay the College during each year of the contract period?
- Provide details of any facility investment proposed
- Are there other revenue sources/opportunities?

**16. Other**

- Explain your company's proposal for determining the level of customer satisfaction and securing customer input. Be as specific as possible, citing successful programs at other institutions.
- Outline your marketing and advertising plans and describe how it is tailored to the College's students, faculty and staff. Include samples of promotional material.

- The Contractor's diversity, equity, and inclusion policy and a report or other document demonstrating success in hiring a diverse staff that represents the community being served.
- Submit your most recent independent audit report and/or other evidence of financial stability.
- Any other information as the Contractor deems pertinent for the consideration by the College.

#### IV. GENERAL INSTRUCTIONS

**Issuing Officer.** The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid related matters should be made through the buyer. For questions on submission procedures, see **Clarification of RFP and Questions**.

**Bid Opening Location.** Proposals received by the opening time and date **shall** be opened at the following location:

University of Arkansas Community College Morrilton  
 University Center Suite 104  
 1537 University Blvd  
 Morrilton, AR 72110

Note: No award will be made at the bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at the bid opening.

#### **Clarification of RFP and Questions**

- Any questions requesting clarification of information contained in this RFP **must** be submitted in writing via email to [mullen@uaccm.edu](mailto:mullen@uaccm.edu) by 4:00 p.m. Central Time on or before December 2, 2022.
  - For each question submitted, vendor should reference the specific solicitation item number to which the question refers in the subject line of the email.
  - Vendors' written questions will be consolidated and responded to by the College and issued as an Addendum. The College's consolidated written response is anticipated to be posted to <https://www.uaccm.edu/purchasing/index.html> by the close of business on December 7, 2022.
- Vendors may contact the Issuing Officer with non-substantive questions at any time prior to the bid opening.
- No oral statement by the College is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by the College.

**Pre-Proposal Site Visit.** Site visits can be scheduled at any time but are encouraged before December 2, 2022. The purpose of the site visit is for prospective proposers to familiarize themselves with the campus, the UACCM Bookstore, the scope of work, and to help formulate any vendor questions arising from initial review of this RFP.

**Required Copies and Redacted Copy.** Contractor must submit (by courier or USPS):

- Five (5) complete hard copies of proposal
- One (1) electronic copy of the proposal (on flash drives) preferably in PDF.
- One (1) redacted (marked "REDACTED") copy of the proposal, preferably on a flash drive. **(See Proprietary Information)**

**Proprietary Information.** UACCM will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the College until the notice of intent to award has been completed.

- UACCM will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.

- b. All proposers are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and UACCM will assess the validity of said claim in advance of any release.

**Oral Presentations.** Upon receipt of proposals in response to this RFP and the College's subsequent review of such proposals, the College, at its sole discretion, may invite one or more Proposers to make an oral presentation to the Selection Committee. The committee may seek to clarify its understanding of the submitted proposal and/or obtain further information regarding the Bookstore Services Program proposed.

**Site Visits.** The UACCM evaluation committee may elect to visit one or more Bookstore Services program sites operated by one or more proposers to evaluate the quality and comprehensiveness of their services.

**Minority Business Policy**

Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- Service-Disabled Veterans as designated by the United States Department of Veteran Affairs
- Women- Owned Businesses

**Equal Opportunity Policy**

In compliance with Arkansas Code Annotated § 19-11-104, the College is required to have a copy of the Vendor's Equal Opportunity (EO) Policy prior to issuing a contract award.

**Prohibition of Employment of Illegal Immigrants**

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify on the Office of State Procurement's website, in the following link [DFA Illegal Immigrant Vendor Disclosure Certification](#), stating that they do not employ or contract with illegal immigrants.

**Technology Access**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated §25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. §1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology

provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non- visual means
  2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
  3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
  4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by non-visual means;
  5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
  6. Integrating into networks used to share communications among employees, program participants, and the public
  7. Providing the capability of equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**Publicity.** Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the College name in connection with any sales promotion or publicity event without the prior express written approval of the College.

**Reservation.** This solicitation does not commit UACCM to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

**General Requirements – State of Arkansas.**

- All bidders shall conform to the requirements of Arkansas Code Annotated 17-25-101, Arkansas State Licensing Law for Vendors.
- Pursuant to Ark. Code Ann. 229203, the Owner encourages all small, minority, and women owned business enterprises to submit bids for capital improvements. Encouragement is also made to all general Vendors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- All bidders must hold a current General Vendors License. License must be valid in the state of Arkansas and accepted by Ark. Code 17-25-101.
- Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for Vendors, and shall be licensed before the bid is submitted, except as otherwise provided for federally funded projects, and therefore excepted by Ark. Code Ann. §17-25-315.
- The Owner reserves the right to waive any formalities in, or to reject any or all bids.
- No bidder may withdraw this bid within 60 days after the date of the opening thereof.
- The University of Arkansas Community College Morrilton is an Equal Opportunity Employer and complies with the requirements of the Americans with Disabilities Act.
- Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor’s Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract which does not obligate the Vendor to require the submission of Disclosure forms for sub-Vendors.

**Restriction of Boycott of Israel**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract 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.
- B. By checking the designated box, a Prospective Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

<b>ISRAEL BOYCOTT RESTRICTION CONFIRMATION</b>
<p>By checking the box below, a Prospective Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.</p> <p><input type="checkbox"/> Prospective Vendor does not and will not boycott Israel.</p>

**V. ANTICIPATED SCHEDULE OF EVENTS**

ID	Event Description	Date
1	Release of RFP	November 4, 2022
2	Pre-proposal site visit	Before December 2, 2022
3	Questions from bidders due	December 2, 2022; 4pm CST

4	Answers to questions posted*	December 7, 2022
5	RFP response deadline	December 14, 2022; 9am CST
6	Presentations	January 2023 (Date TBD)
7	Evaluation complete*	January 2023
8	Notice of intent to award*	January/February 2023
9	Contract negotiations*	January/February 2023
10	Contract signed*	January/February 2023
11	Contract commences*	April 1, 2023

\*Anticipated Dates.

## VI. MINIMUM REQUIREMENTS – RESULTING CONTRACT

**Scope.** In order to achieve the goals of the UACCM Bookstore program, the Vendor shall adopt the following objectives in managing the bookstore:

- A. Provide the campus community with a full range of merchandise and services expected from a quality academic partner.
- B. Create and implement effective strategies to reduce the cost of textbooks/course materials to students by offering a comprehensive textbook rental program, a strong used textbook program, an innovative digital textbook/course materials program, by utilizing emerging technologies, or any other cost savings measures/incentives for students.
- C. Utilize state-of-the-art technology to support efficient customer forward services (e.g., online strategy, inventory management, registration integration, book adoptions, etc.)
- D. Provide comprehensive textbook and course material services to support all College programs and online courses. As a "bring your own device" campus, some personal computers, tablets and/or equipment will need to be available for purchase.
- E. Make available a selection of "soft goods", such as office supplies, incidental household goods, personal care items, College emblematic apparel, memorabilia, and other miscellaneous items at reasonable prices that are competitive with other retail locations and online purchasing services. (The vendor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology related supplies, convenience items, health and beauty aids (HBA's), special order services, graduation-related merchandise, and other services expected from a full-service bookstore. The vendor shall be creative in offering merchandise customized to UACCM.) Communicate and coordinate effectively and proactively with faculty regarding the use of all types of course materials.

- F. Working with faculty when needs arise for any “open-educational resource material”.
- G. Introduce new products and services that meet the evolving needs of customers, including students, faculty/staff, alumni, and visitors. (Continually expand and introduce new product lines that appeal to customers (i.e., students, faculty, staff, alumni, visitors, etc.) and generate traffic into the Bookstore and to the website.)
- H. Promote and brand UACCM by offering a broad selection of emblematic clothing and gifts that comply with UACCM's current and/or future licensing requirements, design guidelines, and requirements for branded products and usage of the UACCM seals, marks, and logo, etc. The vendor shall provide exceptional value to customers by offering high-quality products and services at fair prices and multiple price points.
- I. Manage and operate a unique social media program for the Bookstore. The vendor shall develop and operate a unique social media marketing and a promotional strategy for the Bookstore. To the extent that a vendor develops its social media sites (e.g., Facebook, Instagram, TikTok, Twitter, etc.) or integrates with the College site, the contractor shall keep its posted information up-to-date, and refresh its sites frequently (minimum weekly), consistent with effective social media strategies and conforming to UACCM social media standards and practices.
- J. Offer graduation merchandise (e.g., announcements, diploma frames, etc.) in the UACCM Bookstore and at other locations, as designated by UACCM before and during Graduation. Regalia is procured by the College, in some instance vendor may be asked to help facilitate distribution of regalia.
- K. The vendor shall only purchase branded merchandise from vendors who adhere to current and/or future UACCM Licensing Program requirements and/or UACCM's design guidelines and requirements for branded products.
- L. Provide excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions, and ensuring efficient processing of all transactions.
- M. Provide employment opportunities for the College’s students.
- N. Become involved in the academic, cultural, and social environment of the College, taking advantage of opportunities to offer special merchandise, mixed use space and other assistance based upon our ongoing and unique activities.

**Facilities.** The UACCM Bookstore shall be operated in the current space inside the Business Technology Center. Requests for additions to or deletions from the existing space, or relocation of the bookstore, may be made but must be agreed upon in writing by the Vendor and the College’s Vice Chancellor of Finance.

- A. The Vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the bookstore. All renovations and finishing out, including color selections is subject to prior written approval by the College.
- B. The College will be responsible for major structural repairs to the space used by the Vendor, provided that such repairs are not required as a result of the actions of the Vendor, its agents or employees.
- C. The College will provide, at its own expense, all utilities to the space used by the Vendor including:

- 1) Heat, light, utilities, and air conditioning as is reasonably required for operation of the bookstore.
  - 2) Trash removal and extermination services for the bookstore.
  - 3) All repairs and maintenance for the building and the physical structure in which the bookstore is located.
  - 4) To the best of its knowledge, the College is not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which houses the bookstore. The College shall be responsible for remedying promptly any health or environmental problems at the bookstore, other than those caused by the Vendor, and notifying the Vendor accordingly.
- D. The Vendor shall provide office equipment, at its own expense, (including computer equipment, cash registers, and safes), furniture and fixtures and file cabinets. Use of College telephones and telephone service, internet and network access can be negotiated with campus after bid has been offered.
- E. The Vendor shall provide to the College at Vendor's expense all operating expenses of the bookstore other than those described, including those related to:
- 1) Employees, including payroll and payroll system costs, and employee benefits
  - 2) Bill paying and accounting, including sales tax reporting and payment
  - 3) Office equipment maintenance and repair
  - 4) Loss prevention services
  - 5) Furniture, fixtures, and equipment required beyond that currently available for bookstore use
- F. The Vendor shall cooperate with the College Office of Public Safety and with other College officials in the provision of security for the bookstore. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the bookstore operation, if vendor needs additional security not provided by College.
- G. Non-traditional uses of the current space will be considered, and any proposed options should be detailed in bidder's response.

**Insurance** the Vendor shall provide at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the bookstore.

- 1) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- 2) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- 3) Property Damage Liability Insurance in the amount of \$1,000,000.
- 4) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of UACCM, the Vendor shall obtain and deliver certificates evidencing such insurance from its insurers. The Vendor shall save UACCM harmless from claims which may arise in connection with the operation of the bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Vendor's vehicles on and immediately adjacent to the bookstore premises, except for claims caused by UACCM or any of its employees, agents or representatives, for which UACCM shall save the Vendor harmless.

The Vendor's insurance policies for the bookstore shall name UACCM as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name

insured, and shall contain covenants requiring thirty (30) days written notice to UACCM before cancellation, reduction, or other modification of such coverage. These policies shall be primary and noncontributing with any insurance carried by UACCM and shall contain a severability of interest clause with respect to gross liability, protecting each named insured as though a separate policy has been issued to each.

**Contract Term.** The contract shall commence on April 1, 2023. The initial contract term will be for a period of seven (7) years. The College shall have the right to award a contract that contains Monthly Commission Rate/Annual Guaranteed Commission, scholarships, capital improvement, tenant improvement, naming rights acquisition and other monetary amounts that are mutually agreeable to the College and Vendor.

### **Personnel**

- A. **Adequacy.** Vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Vendor, whom shall be solely responsible for the payment of their wages and benefits.
- B. **Student Part-Time Employees.** Student or part-time employees of the Vendor are not to be paid less than minimum wage.
- C. **Employee Policies.** Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the bookstore must be available for review by the College.
- D. **Equal Opportunity and Affirmative Action.** The College is an equal opportunity, affirmative action institution. The successful vendor must pledge to comply with Equal Opportunity Laws and that it will welcome applicants without regard to age, race, gender (including pregnancy), national origin, disability, religion, marital or parental status, protected veteran status, military service, genetic information, sexual orientation or gender identity.
- E. **Managers.** The Bookstore Manager assigned to the bookstore by the Vendor must be approved by the College. Subsequent changes to these assignments are to be made by the Vendor only after prior consultation with, and approval of the College. The person selected by the Vendor to manage the bookstore is ideal to have experience in the management of bookstore service in a College community. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with College students, faculty and staff.
- F. **Manager Replacement.** The College reserves the right to request the replacement of the Bookstore Manager for good cause as determined by the College, or for actions considered to be not in the best interests of the College. Such actions will be taken only after consultation with Contract Administrators.
- G. **Training.** The Vendor is to provide adequate training program(s) for the employees of the bookstore, to ensure that ongoing staff developmental needs are met.
- H. **Conduct.** Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the College.
- I. **Compliance with UACCM Policies.** All bookstore employees may be subject to background checks, HR Training and any other UACCM required training for employees that work on campus.

**Inventory.** The Vendor must provide sufficient books, products, product lines, and staff to fully render the services requests. In the event of a Selection of a Vendor other than the current Vendor on campus, the new Vendor has the option to purchase inventory currently on hand based on terms to be determined between current and new vendor. Items can include but not limited to new inventory, used Inventory, trade, reference and technical books and general merchandise.

- F. Upon commencement of the Contract, the Vendor and the College shall perform an inventory of the College's equipment, which shall be used by the Vendor in the bookstore. The inventory shall note the condition of the equipment, as agreed upon by UACCM and the Vendor.
- G. Upon the termination of the contract, UACCM or replacement Vendor has the option to purchase, inventory on hand depending on terms between current vendor and party willing to purchase.

**Service.** In order to determine that superior customer service is being provided to the College, a method to assess customer service shall be agreed upon by the College and the Vendor. The items listed below are minimum requirements under this RFP:

- A. The Vendor shall stock in sufficient quantity, display, and offer for sale:
  - 1) All required, recommended, and suggested text and course books, whether new or used, in editions specified by the faculty or other designated departmental representatives.
  - 2) Other educational materials and supplies used by the College's students.
  - 3) Speculative merchandise is normally sold in a College bookstore, to the extent that the sale of such items is compatible with the educational mission of the College and bookstore's purpose.
- B. The Vendor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, and American Express. The Vendor shall also provide for charge sales to the College where appropriate on its own and student accounts through an interface system with the College's Student Information System.
- C. In its provision of books, supplies, and materials, the Vendor will prepare (in a form acceptable to the College) and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester. The College will make reasonable efforts to see that each Vendor's bookstore management is given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered, as follows:
  - 1) For the Spring semester, beginning in January, on or before November 1;
  - 2) For the Summer sessions, on or before April 1; and
  - 3) For the Fall semester, beginning in late August or early September, on or before April 1.\*\*\*The College may adjust these dates as needed.
- D. The Vendor shall provide timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Vendor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Vendor shall make every reasonable effort to supply items requested even when requests are not timely.

- E. The Vendor shall purchase used books from the students, faculty and others at the College based on a schedule that is practical and convenient to both the bookstore and the College community according to the following policy:
- 1) If the Vendor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
  - 2) If the Vendor does not have information as to the future use of a book or if the book will not be used a following semester or will shortly be replaced by a revision announced by the publisher, the Vendor shall pay the price listed for the book in a textbook guide which the College and the Vendor agree to use for this purpose.
- F. The Vendor shall make every possible effort to increase used book sales at the College by retaining used books purchased at the College, if required for the following semester, and by purchasing or acquiring used books from other bookstores and companies if necessary.
- G. The Vendor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, and discounts. New textbooks shall be in new condition, and as a minimum, policies will provide that defective textbooks will be replaced at no cost. The Vendor shall provide for a refund of purchases according to the College's current refund policy or according to an alternative policy, approved by the College.
- H. The Vendor shall operate the bookstore on a schedule that will be convenient to students, faculty, and the College community. As a minimum, operating hours are to be from 8:00 am to 5:00 pm, Monday through Friday; and peak times/events on Saturday, during each week the College is in regular academic session. Other operating hours may be required by the College to accommodate special events, and, under such circumstances, the Vendor should make every effort to operate the bookstore during such hours. Changes in the operating hours described above shall be approved by the College.
- I. The Vendor shall manage and operate a unique full-service bookstore Website and unique bookstore social media program. The social media program should deliver fresh content at minimum of weekly. The vendor shall remove from its Social Media Programs any products, services, advertisements, or messages that UACCM requests.
- J. The bookstore shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling materials at College events.
- K. The Vendor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty and staff of the College for authorized sales of office and school supplies sold in the bookstore. These sales shall not be considered a part of gross sales.
- L. The Vendor shall withdraw from display or sale in the bookstore any item which the College should reasonably request not to be displayed or sold.
- M. The Vendor shall submit to the College's designated representative for its prior approval all advertising to be done off the College's campus or in other than College media. The Vendor shall withdraw any advertising from any location or media if the College should request that such advertising be withdrawn.

- N. The Vendor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the College should reasonably request and, if the College should so request, shall cooperate with the College in the College's prosecution of such individuals.
- O. The Vendor shall promote book signings and other academic and scholarly events as appropriate.
- P. The vendor shall provide additional UACCM Bookstore services as are reasonably requested by the College.

**Calendar of Operating Hours.** The Vendor shall maintain a schedule of operating hours and weeks of business for the bookstore in accordance with the official UACCM Calendar and Holiday Schedule (posted on website) in mutual agreement with UACCM in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

### **Financial Reporting**

- A. Annual Reporting. On an annual basis, or as requested, the contractor shall submit a detailed bookstore financial statement to the UACCM Contract Administrator. At a minimum, the bookstore financial statement shall include the following:
  - Sales by Category/Department including commissionable and non-commissionable sales
  - Total Sales
  - Cost of Goods Sold
  - Gross Margin
  - Personnel Expenses
  - Direct Operating Expenses (itemized by type of expense)
  - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
  - Commission Paid to UACCM
  - Profit/Loss
  - Dollar Amount of "Retail Textbook Buyback"
  - Dollar Amount of "Wholesale Textbook Buyback"
  - Course Materials Units Sold by Department (e.g., new, used, rental, digital, etc.)
  - Number of Website Orders
  - Website/E-Commerce Sales
  - Other Reports as requested by UACCM (e.g., customer counts, unit sales, transaction size, adoption data, etc.)
- B. Contractor's Financial Statement. The contractor shall provide the UACCM Contract Administrator with a copy of its audited company financial statement on an annual basis.
- C. UACCM Audit Rights. The College reserves the right to audit all or any components of the arrangement between UACCM and the successful contractor.

### **Pricing and Fulfillment**

- A. The Vendor's pricing policies shall reflect the College's commitment to making textbooks/course materials affordable to our students.
  - 1) All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.

- 2) All other merchandise shall be marked up to reflect a normal gross profit margin for the College bookstore industry or as pre-priced.
  - 3) Buyback: Vendor shall purchase used books from the College community based on a time schedule that is practical and convenient to both service provider and College community.
  - 4) Used Books: Vendor shall make every possible effort to increase used book sales at the College by retaining used books purchased at the College, if required for the following semester, and by purchasing or acquiring used books from other bookstores and companies, if necessary.
- B. The College may request and shall receive from the Vendor proof that the above pricing policies are being followed. Information shall be provided by the Vendor at the earliest possible time following its receipt of the College's request.
- C. In exceptional cases only involving changes in college and college bookstore market conditions that are outside of the Vendor's control, the Vendor may request a mutual review and decision with respect to pricing policies at any time during the year. The College shall determine the effective date of any such changes in policies.
- D. Financial Responsibility. The Vendor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
- E. Licenses, Permits, and Taxes.
- 1) The Vendor shall secure and pay for all federal, state, and local licenses and permits required for the College bookstore operations provided for herein. The College will cooperate with the Vendor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the College bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
  - 2) The Vendor will be granted the right to use the College's name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the College, provided that the College's name is not used for product endorsement.
  - 3) Commission. The Vendor shall pay to the College a commission percentage based on net sales as defined herein. The Vendor shall specify this commission percentage in its Proposal.
  - 4) Gross Sales. Gross sales shall be defined as all collected sales at the bookstore less voids, refunds, sales tax, discounted sales, such as departmental sales, discounted faculty/staff sales, pass-through income, etc.

**Tender Types**

- A. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, Campus Cards/College ID Debit Cards, bookstore gift cards, bank debit cards, department charges, student charges, scholarship charges/vouchers, third-party agency charges, and financial aid account

charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.

- B. The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept any current or future UACCM Campus Card/Student ID Debit Card at the bookstore. The contractor may be required to pay a transaction fee for Campus Card transactions.
- C. Department Charges. Departments shall be allowed to charge department purchases at the bookstore. Department purchases shall receive a minimum of a ten percent (10%) discount, with the exception of textbooks and convenience items.
- D. Faculty/Staff Discounts. The bookstore shall offer College faculty and staff a minimum of a ten percent (10%) discount with the exception of textbooks and convenience items.
- E. Gift Certificates/Gift Cards. The contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the bookstore prior to the commencement of the contract).

#### **Operating Schedule**

- A. Operating Schedule. The Vendor will be required to operate the bookstore in the Business Technology Center on a 12-month basis. UACCM reserves the right, upon consultation with and agreement of the Vendor, to establish or change the service hours, plans or other methods of operation of the bookstore.

#### **Merchandising.**

- A. Merchandising. UACCM reserves the right to recommend merchandise to be sold in the bookstore and to request the removal of merchandise for sale in the bookstore which the College considers offensive or inappropriate.
- B. Merchandising Rights. The Vendor shall have exclusive rights to operate the full-service bookstore located at UACCM, offering all textbooks, goods, and services normally found in College bookstores and any such additional services as may be required by the College during the term of the contract. UACCM shall grant the Vendor the right to sell UACCM licensed products.
- C. Merchandise includes materials published or distributed electronically or sold over the Internet. As used in this Agreement, "Internet" includes the World Wide Web and any proprietary on-line service.
- D. The bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries.

#### **College Bookstore Contract Administrator**

- A. The UACCM Bookstore Contract Administrator will serve as the College's representative and administrator of this contract. The College's Contract Administrator for this contract is the Vice Chancellor of Finance.
- B. The Bookstore Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Vendor's total performance is in accordance with the contractual commitments and that the obligations of the Vendor under the terms and conditions of the contract are being fulfilled.
- C. The Bookstore Contract Administrator shall work with the Vendor throughout the term of the contract. All instructions, questions, approvals, and special requests in connection with the contract shall be transmitted

through the Contract Administrator. Other UACCM personnel may be designated by the Contract Administrator to assist with the administration of the contract.

D. UACCM reserves the right to establish a Bookstore Advisory Committee.

- 1) The Vendor's bookstore manager shall meet regularly with the Bookstore Advisory Committee, and/or with College officials to review bookstore operations.
- 2) The Vendor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with College officials, in the development and improvement of the bookstore's program, services and policies.
- 3) The Vendor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from College officials for the improvement of the bookstore's program, services and policies.
- 4) The Bookstore Manager or his/her designee is also expected to meet periodically with Deans, administrative staff, and other faculty members.

#### **Insurance Requirements**

- A. The Vendor must demonstrate that it maintains at its own expense fidelity coverage to protect against employee theft and dishonesty in an amount not less than \$500,000 combined single limit.
- B. Failure to file certificates or acceptance by the College, which does not indicate the specified coverage, shall in no way relieve the Vendor of their responsibility for maintaining adequate insurance.

**Performance Standards.** State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Vendor **must** meet in order to avoid assessment of damages.

- A. The College may be open to negotiations of Performance Standards prior to the contract award, prior to the commencement of services, or at times throughout the contract's duration.
- B. The College shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the College determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Vendor so as to establish standards that are reasonably achievable.
- C. All changes made to the Performance Standards shall become an official part of the contract.
- D. Performance Standards shall continue throughout the term of the contract.
- E. Failure to meet the minimum Performance Standards as specified shall result in the assessment of damages.
- F. In the event a Performance Standard is not met, the Vendor will have the opportunity to defend or respond to the insufficiency. The College shall have the right to waive damages if it determines there were extenuating factors beyond the control of the Vendor that hindered the performance of services. In these instances, the College shall have final determination of the performance acceptability.
- G. Should any compensation be owed to the College due to the assessment of damages, Vendor shall follow the direction of the agency regarding the required compensation process.

<b>SERVICE CRITERIA</b>	<b>ACCEPTABLE RANGE</b>	<b>DAMAGES FOR INSUFFICIENT PERFORMANCE</b>
Adherence to College Requirements	Reference standard terms, conditions, and all articles of RFP	May be cause for termination of contract.
Scope of Services/ Specifications	Reference Scope and Requirements of RFP and resulting contract	May be cause for termination of contract.
Failure to provide adequate staff and operations of the facilities	Zero (0) tolerance	May be cause for termination of contract.

**VII. CRITERIA FOR SELECTION**

The UACCM Evaluation Committee will evaluate and score qualifying proposals.

1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an individual evaluation sheet for each proposal. The maximum points possible will be 900.
2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The Evaluation Committee will select 2-3 finalists for presentations and interviews
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
6. After the presentations, the Evaluation Committee will assign an additional 100 points (maximum) to each finalist. The maximum grand total points will be 1,000.
7. The College reserves the right to request Best and Final Offers.
8. A firm will be selected on the basis of the proposal submitted, the resulting presentation, which is, in the opinion of UACCM administrators, to be in the best interest of the College when all factors are considered.

<b>Evaluation Criteria / Points</b>	<b>Maximum Points Possible</b>
Compliance with RFP guidelines, comprehensiveness of the written proposal, and overall acceptance of college requirements.	200
Proposer’s demonstrated experience in and reputation for, managing similar sized Campus Bookstore Operations.	200
Proposer’s resources in terms of qualified personnel, knowledge, skill and experience in addressing the College’s needs as detailed in this RFP and other college-provided documentation.	100
A complete financial proposal demonstrated in response to this RFP, the financial potential to operate the full scope of services while enhancing returns to the College on a year-to-year basis.	300

Contractor's proposal of any physical improvements of the UACCM Bookstore.	100
Overall best fit based on RFP response and interview / presentation	100
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

**VIII. GENERAL CONTRACTUAL REQUIREMENTS**

**4.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded by email to [accountspayable@UACCM.edu](mailto:accountspayable@UACCM.edu) or mailed to:  
University of Arkansas College Morrilton  
ATTN: Accounts Payable  
1537 University Blvd  
Morrilton, AR 72110
- B. Payment will be made in accordance with applicable UACCM accounting procedures upon acceptance by UACCM.
- C. UACCM may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the Vendor has successfully satisfied UACCM as to the services rendered.
- D. Vendor should invoice UACCM by an itemized list of charges.
- E. Purchase Order Number should be referenced on each invoice.

**4.2 CONTRACT INFORMATION**

- A. The University of Arkansas Community College Morrilton may not contract with another party:
  - i. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract
  - ii. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
  - iii. To indemnify, defend, or hold harmless any party for any liability and damages
  - iv. Upon default, to pay all sums to become due under a contract
  - v. To pay damages, legal expenses or other costs and expenses of any party
  - vi. To continue a contract once the equipment has been repossessed
  - vii. To conduct litigation in a place other than Pulaski County, Arkansas
  - viii. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas
- B. A party wishing to contract with the University of Arkansas Community College Morrilton should:
  - i. Remove any language from its contract which grants to it any remedies other than:
    - The right to possession
    - The right to accrued payments
    - The right to expenses of de-installation
    - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
  - ii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
  - iii. Include in its contract that the laws of the State of Arkansas govern the contract
  - iv. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official
- C. The University of Arkansas Community College Morrilton may contract with another party:

To accept the risk of loss of the equipment and pay for any destruction, lost or damage of the equipment while the College has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the College to carry insurance for such risk.

#### **4.3 CONDITIONS OF CONTRACT**

- A. The Vendor shall at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The Vendor shall indemnify and hold harmless the College and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or sub-Vendor of the Vendor.
- C. The contents of this RFP will be incorporated into the final contract documents. The following order of precedence shall apply:
  - 1. Agreement
  - 2. Proposal
  - 3. RFP

#### **4.4 STATEMENT OF LIABILITY**

- A. UACCM will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of Vendor-owned items to be delivered or to be used in the installation of deliverables.
- B. The Vendor shall be required to retain total liability until the deliverables have been accepted by the “authorized UACCM official.”
- C. At no time will UACCM be responsible for or accept liability for any Vendor-owned items.

#### **4.5 RECORD RETENTION**

- A. The Vendor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by UACCM policies. Upon request, access will be granted to UACCM, State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records shall be made available, upon request, to UACCM designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

#### **4.6 CONFIDENTIALITY**

- A. The Vendor, vendor’s subsidiaries, and vendor’s employees shall be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the College shall have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

#### **4.7 TIME OF PERFORMANCE**

Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and rendering of services set forth in this RFP.

#### **4.8 DEFAULT**

- A. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract with the College, the College may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Vendor fails to remedy such failure or default within the ten (10) working day period, the College shall have the right to cancel the contract upon thirty (30) days written notice.
- B. The cancellation of the contract, under any circumstances whatsoever, shall not affect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the College shall not limit any other right or remedy available to the College by law or in equity.

#### **4.9 INDEMNIFICATION**

Under Arkansas law, the University of Arkansas Community College Morrilton may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the College and its employees or agents in the performance of this Agreement, the College agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against College to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the College reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

#### **4.10 PERMITS AND LICENSES**

Vendor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

#### **4.11 TERMINATION**

- A. The agreement may be terminated, without penalty, by the College without cause by giving 30 days written notice of such termination to the seller.
- B. In no event shall such termination by the College as provided for under this Section give rise to any liability on the part of the College including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The College's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

#### **4.12 INDEPENDENT VENDOR STATUS**

- A. Vendor agrees that its employees and agents have no employer-employee relationship with the College (refer to Contract/Disclosure Form).
- B. The College shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the College furnish any medical or retirement benefits or any paid vacation or sick leave.

#### **4.13 RIGHT TO AUDIT**

- A. At any time during the term of the agreement and for a period of four (4) years thereafter the College's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement.

- B. In the event such an audit by the College reveals any errors/overpayments, the Vendor shall refund the College the full amount of such overpayments within thirty (30) days of such audit findings, or the College at its option, reserves the right to deduct such amounts plus interest owed the College from any payments due Seller.

#### **4.14 ACCEPTANCE OF PRODUCTS AND SERVICES**

- A. All services performed under this agreement shall be to the satisfaction of the College and in accordance with the specifications, terms, and conditions of the agreement.
- B. The College reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

#### **4.15 NON-DISCLOSURE**

- A. Vendor and the College acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.
- B. Neither party shall use any such information for its own benefit or make such information available to any person, Bidder, corporation, or other organizations, whether directly or indirectly affiliated with Vendor or the College, unless required by law.

#### **4.16 NON-WAIVER OF DEFAULTS**

Any failure of the College at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the College at any time to avail itself of same.

#### **4.17 CANCELLATION**

- A. Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel.
- B. Cause for the College to cancel shall include, but is not limited to, costs exceeding current market prices for comparable purchases; request for an increase in prices during the period of the contract; or failure to fulfil contract conditions.
- C. The Vendor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Vendor within period of 30 days following the date of expiration or cancellation.
- D. Cancellation by the College does not relieve the Vendor of any liability arising out of a default or nonperformance.
- E. Cause for the Vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

#### **4.18 SEVERABILITY**

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **4.19 CONDITIONS OF CONTRACT**

The successful Vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.

#### **4.20 AWARD RESPONSIBILITY**

The University of Arkansas Community College Morrilton will be responsible for award of any resulting contract. UACCM shall be responsible for the administration of any resulting contract.

**4.21 NEGOTIATIONS**

As provided in this solicitation and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

**4.22 GOVERNING LAW**

This agreement shall be construed and governed by the laws of the State of Arkansas.

## 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.

SOCIAL SECURITY NUMBER TAXPAYER ID #: ----	FEDERAL ID NUMBER OR ----	SUBCONTRACTOR:  <input type="checkbox"/> Yes <input type="checkbox"/> No	SUBCONTRACTOR NAME:
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IS THIS FOR:

TAXPAYER ID NAME:	<input type="checkbox"/> Goods?	<input type="checkbox"/> Services?	<input type="checkbox"/> Both?
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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 [i.e., Jane Q. Public, spouse, John Q. Public, Jr., chil	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
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 [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 MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%) Position of Control
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

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