



REQUEST FOR PROPOSAL (RFP)

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	RFP-23-001	Solicitation issued:	July 20 th , 2022
Description:	Bookstore Services		
Agency:	Northwest Arkansas Community College (NWACC)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	September 13 th , 2022	Bid Opening Time:	10:00 A.M., Central Time
Proposals shall not 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 shall be considered late and shall be returned to the Vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Northwest Arkansas Community College Purchasing Department, Attn: Karen Walls Burns Hall Room 1128.9 One College Drive Bentonville, AR 72712
Proposal's Outer Packaging:	Outer packaging must 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. <ul style="list-style-type: none"> • Bid Number • Date & Time of Bid Opening • Vendor's Name & Return Address

Proposed Timetable of Activities

July 20 th , 2022	Solicitation issued – the bid is published
August 26 th , 2022	Last day for written questions from prospective bidders
September 1 st , 2022	Question answers published by Purchasing
September 13 th , 2022	Bid packets are distributed to the committee for grading
September 27 th , 2022	Committee meets to discuss packets and scores
September 29 th , 2022	All scoresheets turned in to Purchasing for grading
October 3 rd , 2022	Grading complete. Top 3 bidders contacted
October 4 th , 2022 thru November 10 th , 2022	Demonstrations take place on campus
November 11 th , thru December 5 th , 2022	Committee completes scoresheets from the demonstration meetings

December 7 th , 2022	Purchasing grades the demo scoresheets and announces the winner by combining scores from the demos and the packets.
December 8 th , 2022	The winner is contacted so that contract negotiations can begin

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 PURPOSE

NorthWest Arkansas Community College (NWACC) issues this Request for Proposal (RFP) to obtain bids for Bookstore Services for students, faculty and staff. NWACC is accepting proposals for online only, hybrid, as well as brick and mortar models of Bookstore operations.

The specifications and administrative requirements outlined herein are intended to serve as a general guideline for each proposal. Each firm is expected to submit a fully detailed proposal which adequately describes the advantages and benefits which NWACC would realize by accepting its proposal.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single supplier. NWACC anticipates that it will have a tentative winner chosen by late December 2022.
- B. The term of this contract **shall** be for five (5) years. The anticipated starting date for the contract is 07/01/2023. Upon mutual agreement by the vendor and agency, the contract may be renewed by NWACC on a year-to-year basis, for up to two (2) additional one-year terms or a portion thereof.

1.3 BID OPENING LOCATION

Responses submitted by the opening time (10am) and date (9/13/2022) **shall** be opened at the following location:

NorthWest Arkansas Community College
One College Drive, Burns Hall, Trammel Conference Room #2243
Bentonville, AR 72712
10:15 AM Central Standard Time

1.4 CONTACT

Please submit all questions about this RFP to:

Karen Walls
One College Drive, Burns Hall, Room 1128.9
Bentonville, AR 72712
Phone: 479-619-4171
Email: purchasing@nwacc.edu

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any mandatory requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

- B. The words “bidder” and “vendor” are used synonymously in this document.
- C. The words “The State”, “Agency”, and “NWACC” are used synonymously in this document.
- D. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.
- E. The term “OSP” refers to the “Office of State Procurement” with the State of Arkansas.

1.7 RESPONSE DOCUMENTS

A. Original *Response Packet*

1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.
2. The *Response Packet* should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)
 - b. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 - c. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*.)
 - d. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - e. Prohibition of Employment of Illegal Immigrants.

B. Additional Copies of the *Response Packet*

In addition to the original *Response Packet*, the following items should be submitted:

- a. One (1) flash drive with a copy of the *Response Packet*.
- b. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.

- *Response Signature Page*. (See Appendix)
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*. (See Appendix)
- *Equal Opportunity Policy*.
- *Voluntary Product Accessibility Template (VPAT)*
- *Initialed responses from section 2.2*.
- *Answers to Proposal Questions 2.3*.
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information to reference the *Bid Solicitation*’s item number.

1.9 CLARIFICATION OF BID SOLICITATION

A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 10:00 a.m., Central Time on or before **August 26th, 2022** to the individual listed in section 1.4 *Contact*, of this *Bid Solicitation*.

1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
2. Vendors’ written questions will be consolidated, and NWACC’s written response is anticipated to be posted to the NWACC website by the close of business on **September 1st, 2022**.

- B. Vendors may contact NWACC with non-substantive questions at any time prior to the bid opening.
- C. Oral statements by agents of NWACC **shall not** be 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 NWACC.

1.10 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this Bid Solicitation, located in appendix.

A. PRICING

- Pricing will be a weighted part of the overall scores given to each submitted proposal.

B. PRIME CONTRACTOR RESPONSIBILITY

- A. A single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

2 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

3 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through NWACC.
- B. Vendor **must not** alter any language in any solicitation document provided by NWACC.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by NWACC.

4 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NWACC.
- B. An addendum posted within three (3) calendar days prior to the bid opening **may** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. Vendor **shall** be responsible for checking the NWACC website,
<http://www.nwacc.edu/administrativeservices/purchasing/bids.aspx>

5 NEGOTIATION AND AWARD PROCESS

- A. Negotiations
 - 1. If the agency so chooses, it **shall** also have the right to enter discussions with the highest-ranking vendor to further define contractual details. All negotiations **shall** be conducted at the sole discretion of NWACC. NWACC **shall** solely determine the items to be negotiated.
 - 2. If negotiations fail to result in a contract, NWACC may begin the negotiation process with the next highest-ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time NWACC decides not to move forward with an award.

B. Anticipation to Award

Once an anticipated successful vendor has been determined, the anticipated award will be posted on the NWACC website at <http://www.nwacc.edu/administrativeservices/purchasing/bids.aspx>

1. The anticipated award will be posted for at least a period of three (3) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the three-day posting period.
2. NWACC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
3. It is the vendor's responsibility to check the NWACC website for the posting of an anticipated award.

6 MINORITY & CERTIFIED WOMEN-OWNED BUSINESS POLICY

A. 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
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

B. Women-owned business is defined by Arkansas Code Annotated § 15-4-303 (9) as a business that is at least fifty-one percent (51%) owned by one or more women who are lawful permanent residents of the state of Arkansas.

C. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

7 EQUAL OPPORTUNITY POLICY

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

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Vendors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

8 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

B. It is the vendor's responsibility to make sure their certification has not expired and is on file. The vendor **must** provide a copy of their certification to NWACC before a contract will be awarded.

9 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b) (1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

10 PUBLICITY

A. Vendor **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without NWACC's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

11 INSURANCE/INDEMNIFICATION

The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers' Compensation Acts, Workers' Occupational Disease Acts, and from any other claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed including the "Hold Harmless Agreement". This provision shall state the Contractor agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.

12 INSURANCE/CERTIFICATES & LIMITS

The following insurance shall be taken out and maintained at the Contractor's expense:

- A. Workers' Compensation and Occupational Diseases shall have statutory limits.
- B. Employers' Liability shall be in an amount not less than \$100,000 (Coverage B).
- C. Comprehensive General Liability: Bodily Injury and Property Damage: \$2,000,000 Combined Single Limits (or Bodily Injury and Property Damage \$2,000,000). Contractual Liability coverage including the "Hold Harmless Agreement" must be fully insured under this policy for the liability limits set forth above.
 - Contractor's Protective Liability coverage must be included for the liability limits set forth above. The Contractor's Comprehensive General Liability Insurance shall include and provide:
 - 1 Coverage for bodily injury and/or property damage on an "occurrence" basis with an approved definition.
 - 2 A broad form property damage endorsement.
 - 3 Completed operations liability.
 - 4 If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols "X", and/or "C" and/or "U". NWACC shall be named as additional insured.
- D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: \$500,000 combined single limits (or \$250,000/\$500,000 Bodily Injury, \$500,000 Property Damage). This insurance must include non-owned, hired or rented vehicles as well as owned vehicles.

13 RESERVATION

NWACC **shall not** pay costs incurred in the preparation of a response.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards should* identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. NWACC will outline the Performance Standards with those suppliers that NWACC wishes to negotiate a contract with during contract negotiations pursuant to state law.
- C. NWACC may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

2.2 SCOPE OF WORK – initial next to each line to indicate your acceptance

Supplier will:

- Provide management of an NWACC branded bookstore_____(initial)
- Operate the bookstore at no cost to NWACC_____(initial)
- Provide a commission to NWACC on all sales from the bookstore_____(initial)
- Provide textbooks and instructional materials, including digital formats when available, as specified by NWACC without restriction on publisher or other sources_____(initial)
- Assure availability to students of all faculty adopted textbooks or other textual materials_____(initial)
- Supplier will provide a web-based interface for faculty textbook and instructional material adoption that provides information on availability and cost of adoptions_____(initial)
- Provide a web-based purchasing interface for students to purchase textbooks and instructional materials_____(initial)
- Provide transparent costs, shipping policies, buy back policies, refund policy, and rental agreements at time of purchase_____(initial)
- Guarantee lowest price or price matching for textbook and instructional materials_____(initial)
- Provide a web-based purchasing interface for NWACC branded merchandise (e.g. apparel), common school supplies, and source the merchandise_____(initial)
- Comply with the Higher Education Opportunity Act (HEOA) of 2008 Section 133_____(initial)
- Demonstrate a successful history of bookstore operations_____(initial)
- Provide a list of currently served colleges comparable in size to NWACC_____(initial)
- Provide contact information for 3 Colleges which vendor provides similar service for_____(initial)
- Provide live customer service for students and faculty_____(initial)
- Provide a dedicated representative for contact with NWACC_____(initial)
- Provide to NWACC administration information on book adoption and purchases of textbooks, instructional materials, and merchandise_____(initial)
- Be fully operational in time for faculty adoption and students to purchase textbooks prior to the start of the Summer 2023 semester_____(initial)
- Provide a mechanism to allow books to be billed to a Students' financial aid account, credit card or check_____(initial)
- Fill orders 24/7 and provide shipping in three days or less_____(initial)
- Provide previous editions of books when available, as well as informing the college when books are out of print, out of stock, substituted to a new edition or expected date to be out of print_____(initial)
- Provide multiple venues for book orders (phone, internet, chat). A toll-free number provided for all phone orders_____(initial)
- Have the ability to ship texts directly to the students, including kits_____(initial)
- Integration with Workday and Canvas to update student course information to real time. _____(initial).
- Provide a publically visible list of available text books_____(initial)

- Post on the bookstore website the price of textbook buy back_____(initial)
- Provide a 100% refund on books if returned within two weeks after purchase date start date or within two weeks of date received, whichever is later; provided the books are in original packaging_____(initial)
- Provide a consistent buyback percentage for all books based on industry standards_____(initial)
- Provide reports by student, course, and semester and annual history on the college_____(initial)
- Be able to update any additions or changes in semester book lists even after the semester has begun_____(initial)
- Provide online buy back with free return shipping_____(initial)
- Provide a transition plan that will detail the process and the needed time frame to complete the change_____(initial)
- Provide a detailed plan of the adoption process_____(initial)
- Provide levels of work required by the College to manage this Web-Site Bookstore contract and any related accounting participation required by NWACC_____(initial)
- Provide monthly preventative maintenance routines and review with the NWACC Business Office_____(initial)
- Provide library reserve copies_____(initial)
- Provide regalia (either directly or through a conduit)_____(initial)
- Acknowledge that NWACC reserves the right to work with OER providers_____(initial)
- Pay all applicable state and local sales, use, and other taxes_____(initial)
- For online services, must provide an accessible process that meets requirements of Section 504 and 508 of the Rehabilitation Act of 1973, as amended; complies with the Americans with Disabilities Act of 1990, as amended: and is in reasonable compliance with applicable college standards. Must provide a Voluntary Product Accessibility Template (VPAT) upon request that evaluates how accessible your solution is according to these standards_____(initial)
- Be able to do business with all of the third party suppliers list in Appendix III_____(initial)
- NWACC DPS / Risk Management will provide the contractor with a copy of the NWACC Emergency Procedures Manual. Contractor will be responsible to insure that all personnel are acquainted with those procedures. A form will be provided by NWACC that must be signed by each employee stating that they have reviewed the procedures. The form will be turned in to the Physical Plant Director within two days of their employment_____(initial)

NWACC would give special consideration to:

- A supplier which can accommodate cash purchases from students.
- A supplier who has kits, uniforms and non-book course materials receiving the same mark up as textbooks.
- A supplier with a large library of available OER content.
- A supplier that can accommodate an API integration for a pass through to a secure microsite to a specific vendor such as Mercer and Chefworks.
- A supplier who would give return credit to a student who mistakenly put their rental return in the NWACC library drop box and was subsequently delivered to the supplier by the library.
- A supplier who has a robust rental plan available to students.
- A supplier who can accommodate rush shipping if purchased.
- A supplier who can accommodate book pick-up/drop off on campus.
- A supplier who can furnish a wide selection of current trade, academic and technical literature in support of academic disciplines at the college.
- A supplier who can provide faculty an online solution that facilitates ease of ordering and historical information on prior adoptions per course number.
- A supplier who embraces new technology and develops products and services in anticipation of market changes.
- A supplier who solicits feedback and input from faculty, students, staff and other constituents.
- A supplier who meets a minimum of 98% uptime for all online and customer facing services.
- A supplier who can allow the student to be able to have the option to use financial aid voucher directly with the publisher without bookstore pass through.

NOTE: Responding suppliers may suggest additional tasks or activities that could substantially improve the results of the project. These items shall be separated from the required items on the cost proposal.

Scope and Method of Services:

Describe the scope and method of services provided by Respondent. Please check all boxes that may apply; if the grid provided in this Section fails to describe Respondent's proposed scope and methods of services, please describe Respondent's intended scope and methods or expand the grid as necessary.

OPTION 1	
A single physical location for both textbooks and retail merchandise.	
OPTION 2	
A single physical location for textbooks only. No retail merchandise.	
OPTION 3	
E-store (online purchase/E-commerce presence) for textbooks and retail merchandise, in addition to a physical location for retail merchandise and/or textbooks.	
OPTION 4	
E-Store (online purchase/E-commerce presence) for both textbooks and retail merchandise. No physical location.	
OPTION 5	
Other – defined by Respondent	

If the respondent chooses, they may utilize existing retail space currently located in the Student Center. It is approximately 4164 square feet. As it is currently configured, there is also an office space and a storage space for shipping and receiving and other storage needs. The office and storage space is approximately 1475 square feet.

2.3 PROPOSAL QUESTIONS

- What methods will you use to evaluate the success of your customer service program?
- What efforts will you make to assess the needs of and gather input from campus stakeholders?
- What are your customer service capabilities for students, faculty and staff? Describe the available modes of contract (e.g. phone, email, chat).
- Do you offer 24 x 7 customer service? Describe your quality control measures for customer service.
- In addition to live customer support, do you also offer students the ability to upgrade, edit or cancel their own orders?
- Provide your percentage mark up on new, used, and electronic textbooks.
- What are you doing to ease the financial burden on students and parents regarding textbook cost?
- How would you define special orders and how would you accommodate these requests?
- Are students able to see a price comparison from multiple vendors in one place and if so, what other retailers' prices do you show for comparison?
- Do you offer a price match guarantee? If so, what are the limitation or parameters of your guarantee?
- Describe your delivery process and costing for on-line material purchases.
- Explain your used textbook rental program.
- Describe the process to correct an error if the wrong materials are received.

Ordering, Buyback, Shipping, Delivery

- Do you offer a buyback policy and/or a program to purchase used books from students? If yes, outline the mechanics of the buyback process, including any costs incurred by students. How do you price buy-back materials?

- Describe on-campus pickup options for on-line orders.
- What off-line ordering options for students do you offer?
- Describe instances when student orders would be delayed and how you would communicate with the student.

Adoption

- Describe your process to ensure required, recommended and suggested course materials are available in a timely fashion in sufficient quantities.
- Describe the resources offered to assist faculty and staff in making adoptions.
- Are faculty able to compare prices across multiple publishers and ISBN's? If so, please explain.
- Describe the analytics and reporting capabilities of your online system.

Technology

- Describe your commitment to investing in new technology and developing products and services in anticipation of market changes
- What digital delivery methods do you offer?
- What online services do you provide with regard to textbook ordering and faculty textbook adoptions?
- What is the future for e-books in the classroom? How has this technology changed how you do business as a college bookstore?
- Do you support integration using the following methods:
 - API/Real time
 - S/FTP
- Do you support integrations using the following formats:
 - XML
 - CSV/Plain Text
 - Other
- Do you offer a native Canvas integration?
- Do you offer a native Workday integration?
- Do you offer end to end HTTPS encryption on every page?
- How do you handle the invoice reconciliation process? Include the timing of billing.
- How do your solutions meet the needs of disabled students?
- Are you EU General Data Protection Regulation (GDPR) Compliant?
- Are you Payment Card Industry (PCI) compliant?
- In addition to credit cards, do you accept the following payment options:
 - a. Paypal
 - b. ApplePay
 - c. GooglePay
 - d. Venmo
 - e. Financial Aid
 - f. Bookstore Vouchers
 - g. Debit card
 - h. Pre-loaded card
- Describe how updates are processed and communicated if a student drops a course, or a course is cancelled. Provide how often feeds are updated, and method.
- Please provide a Voluntary Product Accessibility Template (VPAT) that evaluates how accessible your solution is according to federal ADA/Accessibility standards.
- Please provide your student information privacy policy and explain the data you will have access to on our Canvas system

Marketing, Advertising and Promotions

- What marketing, advertising, and promotional strategies will you employ to effectively and profitably serve students, faculty, staff and other college constituents?
- What events do you typically host during a year?
- Describe your book promotions as well as book and author events, such as signings, readings, etc.
- How will you elevate the visibility of the bookstore and become integrated in campus activities?
- How will you participate in the academic, cultural, and social programs of NWACC to take advantage of opportunities for special merchandising and other assistance?
- What is your marketing plan for enticing students to order from your online bookstore? Include specific strategies.

Policies

- How will you accommodate students with financial aid? Will you explore integrating your Point of Sale (POS) system with financial aid or is that process manual?
- What are your proposed hours of operation?
- Describe your commitment to the environment and sustainability, both philosophically and operationally. How is this commitment incorporated into the daily operation of the bookstore?

Transition

- What is your firm's process, plan, and schedule for start-up and implementation for the program to ensure uninterrupted bookstore operation?
- Describe your process and guidelines for purchasing the current vendor bookstore inventory (if applicable) and terms of payment, access to vouchers, financial aid, etc.
- What steps and processes will be necessary to install your POS system? Will NWACC IT staff be needed to assist with the installation?
- Describe your plan to train faculty and staff to utilize your system.

Qualification, Staffing, Reporting, and Miscellaneous

- All respondents should include a detailed description of background, experience, and qualification to operate the NWACC bookstore.
- All Offerors should include:
 - a.) A description of its management structure to include an organizational chart and biographical sketches for all key personnel involved in the implementation phase and in the ongoing operation of the online bookstore.
 - b.) A description of its staff training and development policies
 - c.) A summary of its benefits plan
 - d.) Its most recent audited financial statements
 - e.) Its current higher ed client list, including contact information
 - f.) A list of any college/University clients with which a contract was terminated within the past three years, including reason for contract termination
- Who will be the main point of contact from your organization? Describe their duties and responsibilities in relation to our account.
- What kind of reports do you provide an institution? Specifically include information on the following types of reports: student ordering data, ordering history, performance (e.g., number of used books sold, number of e-books sold, backorders). Provide examples or sample pages of these reports.
- How frequently do you provide each type of report?
- Do you make reports available online? If yes, describe the website.

- Have you previously worked with academic libraries on initiatives to reduce the costs of textbooks and curricular materials for students (textbook reserve programs, open education resources, etc.)? If so, are you an authorized service center?

Financial Proposal

- The Financial proposal must be separate from your technical proposal.
- The offeror should assume your financial revenues follow NWACC's historical sales from FY2021 (provided in the appendix). Assuming the information will not change what is the financial return that you will remit to the institution for the operation of this program? The financial return can include the following: Fixed Fee Payment, Commission Payment, and any additional financial incentives that you would like NWACC to consider (e.g., signing bonus, textbook scholarships, general scholarships, sponsorships, free shipping, e-Readers, miscellaneous/other financial contributions.)
- Offerors should provide a detailed schedule of commissions to be paid to NWACC from the right to operate the Bookstore. It is expected that the schedule will establish thresholds to allow the college to participate in sales growth over time. It is further expected that commissions will be based on gross sales less. You should also state what level of commission is guaranteed.
- Include any costs associated with the implementation phase.
- Cost must be all-inclusive to include any travel, lodging, and other expenses.
- Offeror will indicate whether the firm has filed for bankruptcy within the previous seven (7) years.
- Include the audited statement of cash flow, balance sheet, and income statement from the prior two (2) years.
- Include a summary of the respondent's financial resources (including audited financial statements and annual reports for the last two years).
- Submit statements and reports from the corporate entity making the proposal rather than its parent corporation.

Pricing Spreadsheet

- A spreadsheet of approximately 50 texts from our booklist is present in Appendix IV. Please provide your current pricing for new, used, ebook, rental and lowest marketplace price for comparison.

Related Experience and References

- **Please provide references of at least three (3) current customers that you provide services which are comparable to NWACC.** Please list contact names, addresses, and telephone numbers. Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the Request for Proposals. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.
- Also provide a list of the clients you have had in the last five years.
- **Each respondent must provide a list of any and all accounts that your company has discontinued within the past three (3) years,** to include name and address of organization, contact person, phone number and reason contract was terminated (result of proposal, bid, time frames, etc.). **Failure to list all discontinued contracts could result in your proposal being disqualified and rejected.**

2.4 ETHICAL STANDARDS

In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c): 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 commercial selling agencies maintained by the contractor for the purpose of securing business.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not** provide responses to items in this section.

3.1 **RESPONSE PACKET**

- A. NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.

3.2 **PROPOSAL EVALUATION (100 Points)**

Criteria for Scoring Proposal Packets	Points
Demonstrated experience in operating a bookstore.	15
Demonstrated reliability and timelines in delivery of orders.	15
Assurance of access to all publishers and providers of college textbooks and instructional materials, with exception of unusual or out of print materials.	10
Ability to provide competitively lower cost textbooks for students	10
Ability to provide customized textbooks and compilations.	5
Commission on sales back to the college.	5
Adherence to proposal specifications.	20
Financial Proposal	15
Items provided in the proposal not specifically requested by NWACC	5

3.2 **DEMONSTRATION MEETING (MANDATORY)**

- A. The three (3) vendors with the top Response score after the completion of the proposal evaluation will be contacted to schedule a demonstration.
- B. NWACC will create a second set of score sheets utilizing an Excel workbook (including the scores entered from first round) and titling each of the score sheets in that workbook as the “Post-Demonstration” score sheet.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine final Response score for each proposal.

3.3 **DEMONSTRATION EVALUATION (75 Points)**

Criteria for Scoring Demonstration Packets	Points
Demonstrated quality, reliability, and ease of use of web-based platform.	15
Presentation of website design, adoption interface, and purchase interface.	15
Faculty & Staff interface	15
Student interface	15
Description of how supplier will address detailed specifications.	15

3.3 **FINANCIAL PROPOSAL (75 Points)**

Points shall be assigned for the commission and costs on services which comprise the overall proposed solution, as follows:

Criteria for Scoring Costs and Commissions	Points
Royalty percentage of gross sales (excluding sales tax)	25
Guaranteed dollar amount of scholarships	15
Donations and additional financial incentives for NWACC	15
Guarantee annual payments as per proposal (if any)	10

Implementation costs	15
----------------------	----

3.4 **TOTAL SCORE**

- A. Total score will be calculated using the average score calculated following demonstrations, plus cost score, for a total out of 250 points possible. Supplier with the highest total score will be selected as apparent successful bidder.

	Maximum Points Possible
Averaged Evaluation & Demonstration Score	175
Financial proposal	75
Maximum Points Possible	250

3.5 **SUPPLIER ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

3.6 **BEST AND FINAL OFFER**

NWACC reserves the right to request an official "Best and Final Offer" from Respondents if it deems such an approach in the best interest of NWACC. In general, the "Best and Final Offer" will consist of an updated cost proposal in addition to an opportunity for the vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to NWACC. If NWACC chooses to invoke a "Best and Final Offer" option, all responses will be re-evaluated by incorporating the information as requested in the official "Best and Final Offer" document, including costs and answers to specific questions presented in the document. The specific format for the official "Best and Final Offer" request will be determined during evaluation discussions. The official request for a "Best and Final Offer" will be issued by the NWACC Procurement Department.

NWACC will give attention and consideration to the innovation in the responses that come back and it shall be part of our selection criteria.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not** provide responses to items in this section.

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Invoicing procedures **shall** be agreed upon with the winning bidder.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. NWACC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

- A. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- B. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- C. Any litigation involving the State **must** take place in Benton County, Arkansas.
- D. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- E. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - The right to possession.
 - The right to accrued payments.
 - The right to expenses of reinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- F. The laws of the State of Arkansas **shall** govern this contract.
- G. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- H. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State 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 State 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 save harmless the agency 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 subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 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 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 State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.6 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

4.7 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. If at any time the services become unsatisfactory, NWACC shall give thirty (30) days written notice to the contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the contract shall be cancelled by the college. Additionally, the contract may be terminated, without penalty, by NWACC without cause by giving thirty (30) days written notice of such termination to contractor.

- C. Upon award, the contract is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this contract during any biennium period of the term (including any renewal periods) are not appropriated.
- D. In no event shall such termination by NWACC as provided for under this section give rise to any liability on the part of the college, its trustees, officers, employees or agents including, but not limited to, claims related to compensation anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation , or borrowing. NWACC's sole obligation hereunder is to pay contractor for service ordered and received prior to the date of termination.
- E. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.8 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

4.9 EMERGENCY PROCEDURES

If the winning supplier has on-site personnel, NWACC DPS / Risk Management will provide the contractor with a copy of the NWACC Emergency Procedures Manual. Contractor will be responsible to insure that all personnel are acquainted with those procedures.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to NWACC on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses, if applicable, **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** Vendor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. NWACC **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval by NWACC. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize NWACC to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to NWACC of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this 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 commercial selling agencies maintained by the vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
27. **DISCLOSURE:** 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.

Appendix I



NorthWest Arkansas Community College

NWACC
One College Drive
Bentonville, AR 72712

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'S INFORMATION			
Company:			
Address:			
City:	State:	Zip Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> American Indian	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran
Women Owned Business	AR Minority Certification #: _____ <input type="checkbox"/> Yes	Service Disabled Veteran Certification #: _____ <input type="checkbox"/> Not Applicable	

VENDOR CONTACT INFORMATION			
<i>Provide contact information to be used for bid solicitation related matters.</i>			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following **shall** cause the vendor's response to be disqualified:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

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

Submitting the EO Policy is a one-time requirement. The NWACC Purchasing Department will maintain a database of policies or written responses received from bidders.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (479) 619-4171.

Sincerely,

Director of Purchasing
Northwest Arkansas Community College

To be completed by business or person submitting response: (check appropriate box)

☐ **EO Policy Attached**

☐ **EO Policy previously submitted to NWACC Purchasing Department**

☐ **EO Policy is not available from business or person**

Company Name

Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

EO 98-04 Disclosure Form

The EO 98-04 Disclosure Form can be found at the following location as a fillable PDF:

<http://content.nwacc.edu/administrativeservices/Procurement/contract%20and%20grant%20disclosure.pdf>

If you are unable to download this form, please contact Karen Walls at:

Email: purchasing@nwacc.edu

Phone: 479-619-4171

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

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

Contract Number	RFP-23-001
AASIS Number	
Description	Bookstore Services
Contractor	

Contractor Signature: _____

Date: _____

Appendix II

Historical Sales for the past three fiscal years:

FY2019: \$1,976,207

FY2020: \$1,847,933

FY2021: \$1,247,805

Demographic and enrollment data:

See the NWACC Fact Book posted with this RFP

Appendix III

List of third party suppliers that the bookstore must be able to transact with

1. MacPherson's
2. Mercer
3. Chef Works

Appendix IV

Fall 2021-Spring 2022-Summer 2022							
Top 50 Enrolled Courses							
SUBJ	CRS	TITLE	Enrollmt	Textbook	Publisher	ISBN	Comment
ENGL	1013	English Composition I	2,485	Norton Field Guide to Writing-With Access	Norton	9780393885743	
ENGL	1023	English Composition II	2,121	No Course Materials Required.			
MATH	1203	College Algebra	2,088	MyMathLab-Access	Pearson	8220110071987	Digital Access Code
PSYC	2003	General Psychology	1,389	Required: Presenting Psychology Cust EBK ACC Card Recommended:	Mac Higher	9781319505431-EBK 9781319424985-LLF	

				LLF-Presenting Psychology			
BIOL	1544	Principles of Biology I	1,371	Campbell Biology: concepts and Connections	Rent Pearson	9780135269169	
COMM	1303	Public Speaking	1,241	No Course Materials Required.			
CISQ	1103	Intro to Computer Information	1,018	New Perspectives Collection, MS Office 365 & Office 2019, Ed. 20	Cengage	8220118189417	First Day!
ARHS	1003	Art Appreciation	794	No Course Materials Required.			
PHIL	2003	Introduction to Philosophy	729	Philosophy, Ed. 19	OXF	9780199329960	
HIST	2003	Hist of Amer People to 1877	714	U. S. History , Ed. 21,(OER), by Openstax	Openstax/Xanedu	9781938168369	
SOCI	2013	General Sociology	682	1. The Real World: an Introduction to Sociology, 8th Ed.- Required 2. Recommended: Real world: Introduction to Sociology-With Access, LLF	Norton	1. 9780393887341 2. 9780393887365	
MATH	2053	Finite Mathematics	677	Finite Mathematics with Applications, with Integrated review, MyLab Access	Pearson	8220117017162	
PLSC	2003	American National Government	672	American Government (OER)	Openstax/Xanedu	9781947172654	
HIST	2013	Hist of Amer People Since 1877	635	U. S. History (OER), Ed. 21	openstax/Xanedu	9781938168369	

BIOL	2214	Anatomy and Physiology I	591	1. Required: Photographic Atlas for Anatomy & Phys, 15th Ed. (LLF) 2. Also Required: Fundamentals of A&P-Modified Mastering (18 weeks), Edition: 11th	Pearson	1. 9780321869258 2. 8220113218723	
MATH	13	Pre Algebra	512				
PSYC	2103	Human Growth and Development	500	1. Required: Invitation to the Life Span, 2. Recommended: LLF-Invitation to Life Span, OR 3. EBK: Invitation to the Life Span	MPS Pub	8220107215394-Req. 9781319220983-LLF 9781319210939-EBK	
ACCT	2013	Principles of Accounting I	456	1. Financial & Managerial ACCT, LLF-9th Ed. 2. B&N Ecomm Connect for Financial and Manag, 180 day	McGraw Hill	1. 9781266233463 2. 9781266045219	
HIM	1123	Electronic Health Records	437	1. Required: Exploring Electronic Health Records-Access, 2nd Ed. 2. Recommended; Expl Electronic Health Rec w/Access	K/H	1. 9780763893569 2. 9781792466571	FIRST DAY!
ECON	2023	Prin of Microeconomics	426	Knewton Alta, 1 Term Access		9781635452440	
BIOL	2224	Anatomy & Physiology II	419	Fundamentals of A & P, Modified masterin (18 weeks)	Pearson	8220113218723	
ECON	2013	Prin of Macroeconomics	390	EP Knewton Alta 1-Term Access	Knewton	9781635452440	

MATH	2043	Survey of Calculus	374	Calculus and It's Applications, Brief-Access (18 week), Ed: 12	Pearson	8220117022906	
CHEM	1104	College Chemistry I	373	Chemistry, by Chang	MCG Course	9781264243709	
COMM	1003	Film Arts	357	No Course Materials Required.			
MATH	0214	Foundations of Algebra: STEM	345	Intermediate Algebra-MyLabMath Access (Included with Tuition)	Pearson	8220117008849	First Day
MBIO	2014	Microbiology	328	1. Microbiology: An Introduction, Ed. 12 2. Techniques for Microbiology: Student Handbook	Pearson	1. 9780321929150 2. 9780132240116	
GEOL	1114	General Geology I	311	Required Materials are included with your tuition			
MATH	1213	Plane Trigonometry	300	Trigonometry-MyLab Access	Pearson	8220108232369	
BLAW	2013	Legal Envirnmnt of Business I	299	Dynamic Business Law: the Essentials, 5th edition	MCG Course	9781264076741	FIRST DAY!
MATH	103	Intermediate Algebra	295	My Mathlab-Access, 4th Ed. - Required College Algebra with Intermediate Algebra-Optional, print version	Pearson	8220110071987	
ANTH	1023	Cultural Anthropology	290	Essentials of Cultural Anthropology: A Toolkit for a Global Age, with Access	Norton	9780393420142	

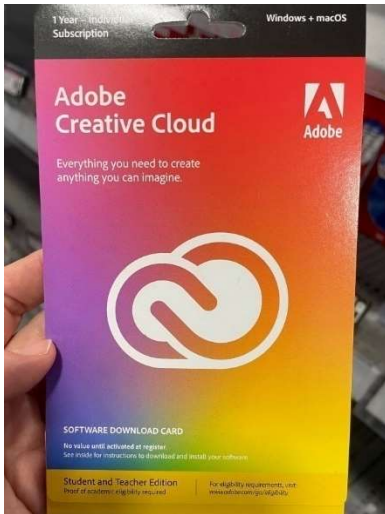
MATH	1203R	College Algebra with Review	287	1. MyMathLab-Access-Required 2. College Algebra w/Intermediate Algebra-Optional Print Version	Pearson	1. 8220110071987 2. 9780134555263	
ACCT	2023	Principles of Accounting II	285	1. B&N Ecomm Connect for Financial & Managerial Accounting 2. LLF-Financial & Managerial Accounting, 9th Ed.	McGraw Hill	1. 9781266045219 2. 9781266233463	FIRST DAY!
SPAN	1003	Elementary Spanish I	257	1. Required; 6E Supersite Plus (vText) (Online + Websam (24 months) 2. Recommended: Adventures (Loseleaf)-With superSite Access		1. 8220123678449 2. 9781543336153	
ASTR	2004	Survey of the Universe	254	Astronomy (OER)	Openstax/Xanadu	9781938168284	
HIM	1403	Med Term for Health Sciences	240	Language of Medicine-With Access, 12th E.	Elsevier	9780323551472	
BLAW	2013	Legal Envirment of Business	237	Dynamic Business Law: the Essentials, 5th edition	McGraw Hill	9781264076741	
NURS	9313	Pharmacological Basis of Nurs	230	Focus on Nursing Pharmacology-w/Access, 8th Edition	LIPP/W+W	9781975100964	
HUMN	1003	Exploring The Humanities	226	Culture and Values: A Survey of the Humanities-MindTap, 9th Ed.	Cengage	9781337274937	
MUSI	1003	Music Appreciation	223	No Course Materials Required.			

CHEM	1054	Chemistry Modern World	210	1. Required: 21st Century Chemistry- Access 2. Recommended: 21st Century Chemistry (Custom Pkg)	Mac Higher	1. 9781319267278 2. 9781319278243	
BUTR	1033	Data Analysis & Interpretation	182	Aguiar: No Course Materials Required 2. Malachowski Requires: EBK Business Statistics, 4th Ed. 3. Malachowski Also Requires: Introductory Statistics (OER)	2. Rent McGraw 3. Xanadu	EBK: 9781260716306 OER: 9781938168208	
ENGA	0091	Acad Literacy Writing/Reading	181	No Course Materials Required.			
HIST	1043	World Civilizations Since 1500	180	Voyages in World History, Brief Edition, Vol. 2.	Cengage	9781305088825	
CMJS	2013	Intro to Criminal Justice	178	Criminal Justice: A Brief Introduction (LLF), Ed. 13	Pearson	9780135208984	
HIST	1033	World Civilizations to 1500	168	Voyages in World History, Brief Ed. V1.	Cengage	9781305088818	
AHSC	1213	Certified Nursing Assistant	164	Mosby's Textbook for Nursing Assistants (Package)	Elsevier	9780323763653	
GEOG	1123	Human Geography	161	Human Geography, Ed. 21	Great RIV	9781644966679	
ECON	2143	Basic Econ:Theory & Practice	160	Knewton Alta 1- Term Access	Knewton	9781635452440	

Appendix V

Items the bookstore must be able to source:

Software download card: Adobe - Creative Cloud All Apps for Student and Teacher Edition - Mac OS, Windows



Current Bookstore Map/Layout

