RFP 2013-01

REQUEST FOR PROPOSALS

FOR

Operation and Management

of the

SAU TECH
BOOKSTORE

On the campus of

Southern Arkansas University Tech

ISSUED BY:

Southern Arkansas University Tech
Purchasing Department
PO Box 3499
Camden, AR 71711

ISSUE DATE: March 4, 2013
REQUEST FOR PROPOSAL

OPERATION AND MANAGEMENT OF THE
SOUTHERN ARKANSAS UNIVERSITY TECH BOOKSTORE

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

RFP Number: 2013-01
Date Issued: March 4, 2013
Submission Deadline (Opening):
Date: April 15, 2013
Time: 3:30 p.m.

Proposal Delivery Address:
Angela Fry, Purchasing Agent
Southern Arkansas University Tech Administration Building
P. O. Box 3499
Camden, AR 71711

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

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UNSIGNED PROPOSALS WILL NOT BE CONSIDERED AND WILL BE REJECTED.
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SECTION 1  ADMINISTRATIVE OVERVIEW

1.1 Background

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

Southern Arkansas University Tech is a two-year public college located in Southwest Arkansas. The College is a part of the Southern Arkansas University System. The College has a current spring enrollment of 2,293 students. However, the College makes no assertions or guarantees concerning future enrollments. The College is located in Camden, Arkansas, Calhoun County, approximately 98 miles south of Little Rock, Arkansas.

1.2 Purpose

The purpose of this RFP is to receive proposals for contracting the operations of the SAU TECH Bookstore.

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

1. To provide the College community with a full range of merchandise and services expected from a quality academic bookstore, including textbook rentals and digital textbooks.
2. To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specific times the items are needed.
3. To ensure that the specific edition(s) of texts are available for sale.
4. To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the College.
5. To offer a significant selection of "soft goods" such as office supplies, incidental household goods for resident students, personal care items, College emblematic apparel, memorabilia and other miscellaneous items.
6. To provide timely response to customers requiring special order literature and other such materials.
7. To provide textbooks and other quality merchandise to the College community under pricing policies that are both fair and competitive for like or similar quality, as compared to other university and college bookstores and also with retail establishments in the surrounding area.
8. To keep apprised to new merchandise of interest to the College community.
10. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
11. To meet the bookstore needs of the patrons with various disabilities. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore.
12. To provide employment opportunities for students.
13. To become involved in the academic, cultural, and social environment of the College, taking advantage of opportunities to offer special merchandising and other assistance based upon the College's ongoing and unique activities.


15. To provide the option of online purchasing of textbooks and other merchandise.

NOTE: Office Supplies for all Departments of SAU TECH will not be purchased from the SAU TECH Bookstore. The State of Arkansas offers a contract for these supplies.

1.3 Issuing Officer

Angela Fry, Purchasing Agent
Phone: (870) 574-4523 Fax: (870) 574-4489
afry@sautech.edu

1.4 Contract Administrator

Gaye Manning
Vice Chancellor for Finance and Administration
PO Box 3499
Camden, AR 71711
Phone: (870) 574-4509 Fax: (870) 574-4489

1.5 Anticipated Procurement Timetable

RFP Issued: March 4, 2013
Closing date and time for receipt of proposals and public opening of proposals: April 15, 2013 at 3:30 p.m.
Contractor Commences Performance: July 1, 2013

1.6 Submission of Proposals

No later than April 15, 2013 at 3:30 p.m., one original (marked “ORIGINAL”) and five (5) copies of the proposal should be received by:

Southern Arkansas University Tech
Purchasing Department
P. O. Box 3499
Camden, AR 71711
***COST PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE***

All cost information must be submitted in a separate sealed envelope from other parts of the response. Include a sealed envelope with the cost information, clearly labeled “Cost Proposal” with the material mentioned herein. **Vendors who fail to submit cost separately will be considered non-responsive.**

There is no required format for the proposals that are to be submitted, but it is suggested that the same format used in the RFP be followed, by each section. Tabbing of each section is required. To insure that all items are addressed and full consideration of the response is evaluated, it is recommended that responses be addressed directly below each line item. In some cases where a defined response is not requested, a simple "acknowledged", "we concur", "understood", etc. could be adequate.

Addendums or amendments, if any, should be signed, dated and included with the respondent’s proposal submission. Failure to do so may be cause for rejection of the proposal.

1.7 Rejection of Proposals

SAU TECH reserves the right to reject any or any part of, and all proposals received as a result of the request for proposals. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the request for proposals, which are not acceptable to the College, the proposal may be rejected.

1.8 Public Opening of Proposals

A public opening of all proposals will be held on: April 15, 2013 at 3:30 p.m. at

Southern Arkansas University Tech  
Administration Building  
Purchasing Office  
Camden, AR 71711

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.

ALL SUBMITTALS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-1 ET SEQ.

1.9 Contract Awarding and Signing

Contract awarding and signing will be contingent upon College approval.
1.10 **Performance Bond**

The contractor will furnish a performance bond, equal to one-half of the Contractor’s annual guarantee payment, to Southern Arkansas University Tech, Purchasing Agent, within fourteen (14) calendar days after the letter of intent to award the contract is mailed. In extenuating circumstances, an extension may be granted to secure the bond. The form of bond required to secure the performance of contracts shall be the standard form of performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas. The Performance Bond is to be signed by an Arkansas resident agent with his Power of Attorney attached and filed in Calhoun County, Arkansas. A certified copy (by the Calhoun County Circuit Clerk) shall be submitted to the College’s Purchasing Department as evidence the filing of the original. The Contractor is to pay all expenses incidental to the filing of the bond. The award shall be made upon acceptance of the performance bond by the College. If a bidder fails to deliver the required performance bond, his bid shall be rejected and the bid security shall be enforced. In the event of a breach of contract, either through quality problems, late delivery, substitutions, or other areas within the control of the vendor, the College may assess reasonable charges against the vendor's performance bond. Frequent complaints of late deliveries may result in cancellation of the contract. If the vendor fails to deliver the items ordered under this contract without reasonable excuse for such failure, or if the items delivered are not of the quality or standards required by the contract, the Purchasing Agent shall notify the vendor of the default. If, after notification of default the vendor is unable to remedy the College’s damages, procedures for collection against the vendor's bond will be instituted for the amount of damages incurred. In order to achieve the greatest economy for the College, the Purchasing Agent, may, at her option, choose the next low bid, re-advertise for bids, negotiate a purchase or complete any other action consistent with the procurement laws.

1.11 **Proposal Evaluation**

The Bookstore Selection Committee will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal submitted which is, in the opinion of the Selection Committee, in the best interest of this College when all factors are considered. Factors considered will include, but are not necessarily limited to: pricing, services offered, quality, experience, marketing capabilities, creativity, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items, and that the decision of the College is final. The College reserves the right to reject any, and all proposals, or parts thereof, and to waive informalities in the proposals received.

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation to the Selection Committee. This presentation will provide the opportunity for the vendor to clarify or elaborate on his/her proposal, but will not in any way allow any change in the vendor’s original proposal. The Chair of the Selection Committee will schedule the time and location of these presentations, if required.

**SECTION 2  SCOPE**

2.1 **Purpose**

This chapter describes the scope of work to be completed under this proposed contract.

The Contractor shall have the exclusive rights to market and operate, as an independent contractor, the SAU TECH Bookstore on the campus of the Southern Arkansas University Tech. An independent contractor is defined as the business or corporation that provides goods and services to Southern Arkansas University Tech as specified in this RFP. The Contractor shall provide, at his/her own expense, all required supplies, materials and equipment not provided by the College.
The Contractor shall be responsible for all costs of marketing and operations of said facility, including but not limited to, maintaining adequate staffing, inventory, supplies and maintenance not provided by the College. Existing interior space and all utilities will be provided by the College. Contractor must agree to conserve utilities and treat all facilities and equipment with prudent care.

The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the College. The Contractor shall adhere to the highest standards of professionalism, cleanliness and general operations. Failure to meet this requirement at any time during the term of the contract shall be considered a material breach.

The College shall have the right to form a Bookstore Advisory Committee composed of student and College representatives to appraise and evaluate the services, amenities, facility and the entire bookstore operation. If such committee is formed, this committee shall meet periodically with the Contractor's Manager of the Bookstore to evaluate the overall operations, focusing on comments and providing information, which could result in needed changes or improvements to the facility and overall operations. The Contractor's off-campus district or regional supervisor shall attend these meetings as requested.

The Contractor cost of said operations shall include, but not be limited to, the following:

2.1.1 Cost of all staffing required for complete marketing and operations of the Bookstore.

2.1.2 Cost of maintenance or replacement of all furnishings and equipment. Contractor will be required to fully furnish, including fixtures and equipment, the Bookstore.

2.1.3 Contractor will provide normal every-day type maintenance of the allotted space, furnishings, equipment and related items and the repair/replacement of such to the satisfaction of the College. Normal every-day type maintenance is defined as, but not limited to, changing of light bulbs, replacement of light or electrical outlets, etc.

The College will properly make all repairs to the facilities, which are required as a result of "normal wear and tear" and not caused by negligence of the Contractor or his/her employees. Damages caused by carelessness or negligence of the Contractor or his/her employees or vendors shall be repaired promptly at the Contractor's expense.

Facilities are defined as walls, ceiling, plumbing, light fixtures and floors. All equipment used in the normal every day operation will be Contractor's responsibility to maintain and repair. The College will supply the facilities and utilities. All equipment and furnishings will be the responsibility of the Contractor. Any cost directly and clearly connected to abuse or negligence by the Contractor or its contractors shall be charged to the Contractor. The Contractor shall keep all said furniture, equipment, common area lighting, etc. in a proper condition and repair.

Normal Wear and Tear is defined as the act of wearing under normal use (not abuse): to impair or diminish by use of attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation). Examples of "normal wear and tear" include, but are not limited to, a faucet washer will wear out due to constant use of the unit, a door closer will wear out due to constant use, etc. Examples of items that are not "normal wear and tear" include, but are not limited to, broken knobs of a cabinet, broken switch cover plates, etc.

2.1.4 Any additional equipment not included in the initial design of the facility, which requires the use of electricity, must be approved by the Director of the SAU TECH Physical Plant before installation.
2.1.5 The Contractor will be responsible for the immediate reporting of needed repairs to the Facility of the College. The SAU TECH Physical Plant will work with the Contractor to make emergency repairs to the SAU TECH maintained facilities.

Routine service request will be documented on Work Order Forms provided by the Physical Plant and delivered to the Physical Plant Office. Repairs will be scheduled as part of the College normal workload.

Emergencies during normal work hours, such as water leaks, plugged drains, etc. are to be reported to the Physical Plant by telephone for immediate response. Emergencies after normal working hours, involving College maintained equipment or facilities, are to be reported to Southern Arkansas University Tech emergency personnel and the College Police.

2.1.6 Maintenance and repair of all office equipment, including office furniture, computers, calculators, cash registers, etc.

2.1.7 Labor and labor relations.

2.1.8 Completed insurance coverage (SAU TECH will provide insurance on the building only).

2.1.9 Telephone expense, except for "on campus services".

2.1.10 Management and staffing salaries and fringe benefits.

2.1.11 Personnel and the training of such. **Describe your suggested training program.**

2.1.12 Legal and professional advice.

2.1.13 Field audits and controls.

2.1.14 Annual audited reports. **NOTE:** The Contractor shall provide the Vice Chancellor for Finance and Administration a complete set of audited financial statements each fiscal year.

2.1.15 Motor vehicles, if needed, which are required by the Contractor to perform the contract.

2.1.16 Normal stock and inventory of the Bookstore.

2.1.17 Lock Changes - The Contractor, at his/her expense, may change locks for the Bookstore area so as to maintain security. All systems must be approved by the Director of the SAU TECH Physical Plant. The SAU TECH Physical Plant and the SAU TECH campus Police shall have full access to the Bookstore in case of an emergency.

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

2.2 **General Requirements and Information**

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

2.2.2 The Contractor agrees to provide Bookstore services as described in the Proposal and guarantee annual compensation for the exclusive right to offer Bookstore service on the Southern Arkansas University Tech campus. **If a guaranteed "base of gross sales" is used to determine the payment to the College, then the respondent must address the issue of: if gross sales exceed the guaranteed base used for the annual payment, what will be used as the basis for determination of additional consideration to be paid to the College.**

2.2.3 The Contractor agrees to make these payments to Southern Arkansas University Tech on a monthly or quarterly basis.

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

2.2.5 The Contractor agrees to supply SAU TECH with complete and true records of sales to include period and dates covered. **Address how this will be accomplished.**

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

2.2.7 The Contractor shall submit a monthly unaudited financial statement, which is to include a profit and loss statement, to the Vice Chancellor for Finance and Administration.

2.2.8 The Contractor shall confer with SAU TECH in the establishment of store hours in order to adequately service day and possibly evening services. **List suggested hours of operation.**

2.2.9 The College has attempted to keep the costs of providing and attaining a basic education as low as possible. The Contractor shall indicate the following pricing policies:

1. All new textbooks, paperback books and trade books shall be sold at a price of __________________________.

2. Used textbooks in saleable condition shall be sold at __________________________.

3. All other merchandise shall be marked up to reflect a usual gross profit margin of__________________________.

4. Any net priced merchandise (invoiced at a net cost) may be priced to reflect the usual industry gross margin of ____________________________.

5. Southern Arkansas University Tech may request and shall receive from the vendor appropriate documentation that the above pricing policies are being practiced.

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

2.2.11 The Contractor shall purchase used textbooks based upon a schedule that is timely, practical and convenient both to the Bookstore and its customers.
2.2.12 The Contractor shall be responsible for on-campus Bookstore telephone service, which is provided by SAU TECH at the current cost.

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

2.2.14 Regalia – **describe the cap and gown services to be provided.**

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

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

2.2.17 Parking on College property, by Contractor's employees, shall be governed by the same regulations as apply to College employees. The Contractor will also be responsible for the payment of any and all unpaid fines levied for parking violations of his/her employees. Contractor employees will be required to secure a faculty/staff parking permit that will be used on the campus.

2.2.18 Construction is currently underway for the SAU Tech Student Center which will house the campus bookstore. Bidders are encouraged to provide comments concerning interior design and layout. Any proposed specifications and plans will be subject to approval by the College’s executive officers and Physical Plant Director.

2.2.19 The Proposer is to describe automation plans (e.g. Point of Sale system) for the efficient and effective management of the SAU TECH Bookstore. All systems are to be fully compatible with the College’s computer system. For each area to be automated, Proposer is to provide a brief description of what the automated system will do. Proposer is to indicate if this automated system can, or will, be tied to the Proposer's central computer system and, if so, when it may be installed, and what functions this networking will provide. Proposer is to indicate the type of backup system or procedures that are to be utilized in the case that the system is temporarily inoperative.

Proposer is also to describe how this system will interact with the Financial Aid package currently being used at SAU TECH and the purchase of textbooks and material by students using their financial aid benefits. **Discuss the process used to transfer financial aid transactions from the bookstore Point of Sale system to the General Ledger system. The current Financial Aid and General Ledger software at SAU TECH is POISE.**

**This function may require a substantial investment by the Contractor for hardware and/or software.**

Any issues that may arise between the Contractor and the Vice Chancellor for Finance and Administration will be resolved to mutual satisfaction. In the event that such a solution is not attainable, the final determination will rest with the Vice Chancellor for Finance and Administration.
For preparing Proposals, Contractors may use any standard form which they normally use. Narrative type submission is preferred. Be sure to include all percentages, figures, etc., where they are specially requested. See item 1.6.

SECTION 3 REQUIREMENTS

3.1 Evaluation Criteria

The proposals will be evaluated and awarded points based on a comparative formula of relative weighting as detailed below:

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<td>Respondent’s management processes and procedures, including textbook programs, resource allocation, store management and service delivery. This will be determined by evaluation of the respondent’s stated plan for organizing, staffing, and operating the SAU TECH Bookstore.</td>
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<tr>
<td>Respondent’s understanding of work to be performed. This will be determined by evaluation of the respondent’s technical proposal for performance of the work requested.</td>
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<td>Respondent’s price proposal (cost analysis) for performance of performance of work requested. The lowest computed price proposal will be awarded maximum value. The value of other proposals will be awarded on a basis proportionate to the lowest cost proposal.</td>
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3.2 Experience

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

3.3 Current Employees

Current Bookstore employees are to be afforded the greatest level of personal and professional protection and courtesy possible. The Contractor is to offer current full-time appointed Bookstore employees, as of the transition date, a level of compensation which is equal to or greater than that currently being provided by the College.

Existing full-time appointed employees may not be terminated by the Contractor during the initial first year of the contract, except for cause and with concurrence of College.

Discuss the plans for the current College Bookstore personnel.

3.4 Project Understanding

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for deliverables, and each activity and requirement outlined in the proposal. Specifically address your
suggestion(s) on the transition to minimize disruption. How do you suggest the transition be accomplished to assure delivery of Textbooks in a timely manner for the summer and fall semesters of 2013?

3.5 Cost Analysis

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

3.6 Services to be Provided

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

SECTION 4 TECHNICAL AND BUSINESS PROPOSAL

4.1 Introduction

The Technical/Business portion of the proposal must include the following:

   Executive Summary
   Respondent's Background and Experience
   Respondent's Qualifications
   Project Organization and Staffing

The Price portion of the proposal must be submitted separately and include the following:

   Price Proposal (Cost Analysis)
   Independent Price Determination Certification Statement

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

4.2 Executive Summary

The Executive Summary will condense and highlight the contents of the respondent's proposal.

4.3 Respondent's Background and Experience

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project.

Each respondent must submit a minimum of three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Each respondent must submit the names, addresses, and telephone numbers of three (3) additional references.

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 not list all discontinued contracts could result in your proposal being disqualified and rejected.
Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the request for proposal. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified. A negative response may disqualify the respondent.

Respondents should include a list of professional organizations that they are associated with that pertain to higher education and the bookstore industry.

For subcontractor(s) and consultant(s), respondent shall include letters of agreement, contracts or other forms of commitment, which demonstrate their willingness to undertake their portion of the proposed project. In addition, all requirements, contractual obligations and a statement of the Respondent's involvement in litigation that could affect this work shall be included.

1. Provide a written commitment to accept all contract provisions which are mandatory under the laws of the State of Arkansas, its Departments, Agencies, and Boards.
2. Provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
3. Provide, if available, a sample standard contract used by your firm, with other educational entities for the operation of bookstores.

4.4 **Respondent's Qualification and Credentials as Related to the Proposal**

In this section, the Respondent shall provide an organizational chart displaying his/her overall business structure and the proposed project structure. The Respondent shall also state the qualifications and credentials of his/her company, in terms of proven experience through similar projects, reputation, etc.

Respondents shall include the number and a description of recent similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project.

The Respondent shall provide the most recent annual report, and other evidence of the Respondent's financial status and the Respondent's financial ability to carry out the project.

Proposals shall include proof of the Respondent's financial soundness and successful completion of other projects of a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the College. Acceptable evidence shall include but shall not be limited to: recent financial statement from a bank evidencing the Respondent's good standing; written statements from the Respondent evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.

4.5 **Project Organization and Staffing**

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

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

Contractor shall at all times provide competent personnel to operate the Bookstore and provide courteous service to patrons. The Bookstore Manager assigned to the Bookstore by the Contractor must be approved by the College. The Bookstore Manager is to have experience in the
management of bookstores serving a college community. This person must be knowledgeable of
the Contractor’s operational philosophy and procedures, must be a good communicator, a proven
leader, and must exhibit the ability to deal effectively with university students, faculty and staff. The
College reserves the right to interview and have input in the selection of Bookstore management
and supervisory personnel. The College also reserves the right to require the removal of the
Bookstore Manager and any staff deemed unsatisfactory by the College.

The College also reserves the right to participate in the annual performance evaluation of the
Bookstore Manager and staff.

4.6 Price Proposal (Cost Analysis)

The fees will include the services and requirements described in this request for proposals.

4.7 Independent Price Determination Certification Statement

A bid will not be considered for award if the price in the bid was not arrived at independently without
collusion, consultation, communication or agreement as to any matter relating to such prices with any
other respondent or with competitor. In addition, the respondent is prohibited from making multiple
bids in a different form; i.e., as a prime respondent and as a subcontractor to another prime
respondent.

The Respondent must include a certified statement in the bid certifying that the price was arrived at
without any conflict of interest, as described above. Should conflict of interest be detected at any
time during the contract, the contract shall be deemed null and void and the contractor shall assume
all costs of this project until such time that a new contractor is selected.

SECTION 5  TERMS AND CONDITIONS

5.1 Legal Considerations

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal
proceedings against the College regarding this request for proposal or any resultant contract shall be
brought in the State of Arkansas administrative or judicial forums. Venue will be Pulaski County,
Arkansas.

5.2 Public 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.

5.3 Ethical Standards Law

The following sections of this request for proposal reference sections within the "Arkansas Ethics in
Public Contracting Laws" found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq.
Definitions used in this law can be found in Section 19-11-701 of the statutes.

5.4 Conflict of Interest

No official or employee of the Southern Arkansas University Tech and no other public official of the
State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding
or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

A.  The employee or any member of the employee's immediate family has a financial interest;

B.  A business or organization has a financial interest in which business or organization the employee, or any member of the employee's immediate family has a financial interest; or

C.  Any other person, business, or organization with whom the employee, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.

D.  Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

5.5 Warranty Against Broker's Fee

The Contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the College shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

5.6 Offer of Gratuities or Kickbacks

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 contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the College if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the respondent, his agent, or employee.

5.7 Employment of State Personnel

A.  Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the State agency by which the employee is employed.

B.  Restrictions on Former Employees in Matters Connected with Their Former Duties.

1.  Permanent Disqualification of Former Employee Personally Involved in a Particular Matter. It shall be a breach of ethical standards for any former employee knowingly
to act as a principal or as an agent for anyone other than the State in connection with any:

a. Judicial or other proceeding, application, request for a ruling, or other determination;
b. Contract;
c. Claim; or
d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.

2. One (1) Year Representation Restriction Regarding Matters for Which a Former Employee was Officially Responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility in connection with any:

a. Judicial or other proceeding, application, request for a ruling, or other determination;
b. Contract;
c. Claim; and
d. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.

C. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:

a. Judicial or other proceeding, application, request for a ruling, or other determination;
b. Contract;
c. Claim; and
d. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.

2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.

D. Selling to State After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars ($10,500), to engage in selling or attempting to sell commodities or services to the State for one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however, that this Section is not
intended to preclude a former employee from accepting employment with private industry solely because the former employee’s employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

5.8 Staffing

Managers. The Bookstore Manager and Department Managers assigned to the Bookstore by the Contractor must be hired by the Contractor. The person selected, by the Contractor, to manage the Bookstore is to have extensive experience in the management of Bookstores serving a college community. This person must be knowledgeable of the Contractor’s operational philosophy and procedures, must be a good communicator, a proved leader, and must exhibit the ability of deal effectively with college students, faculty and staff.

Manager Replacement. The College reserves the right to request replacement of the Bookstore Manager for good cause as determined by the College, or for actions considered not to be in the best interest of the College. Such action will be taken only after consultation with the Contractors administrators.

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

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

Adequacy. The Contractor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees.

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

SAU TECH is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against an employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, job- unrelated handicap, or marital status.

5.9 Term of the Contract

The contract period begins July 1, 2013 and terminates on June 30, 2014. By mutual agreement, the College and the contractor may elect to extend the contract for a maximum of seven years, renewable in one or two year increments, or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the contract be extended to a period greater than seven years from the date the original contract begins.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the College without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the state to continue the contract beyond the end of a biennial period.
5.10 Termination of Contract

The contract resulting from this request for proposal shall be subject to the following termination provisions. The contract may be terminated by the College:

- For default
- For convenience
- For unavailability of funds

5.11 Termination for Default

The College/State may terminate this contract in whole, or in part, when the College determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the College, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as “Termination for Default”.

In the event of termination for default, in full or in part as provided by this clause, the College may procure, upon such terms and in such manner as the College may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the College for any excess costs for such similar supplies or services. In addition, the contractor shall be liable to the College for administrative costs incurred by the College in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables, which the contractor has delivered to the College. Payments for completed deliverables delivered to and approved by the College shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the College shall be an amount determined by the College.

The rights and remedies of the College provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

5.12 Termination for Convenience

The College may terminate performance of work under the contract in whole or in part whenever the College shall reasonably determine that such termination is in the best interest of the College.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

A. At the contract price(s) for completed deliverables delivered to and accepted by the College;

B. At a price mutually agreed by the contractor and the College for partially completed deliverables.

5.13 Termination for Unavailability of Funds

In the event that Federal and/or State funds for the contract become unavailable, the College shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the College.
5.14 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the College in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the College shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the College (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the College has or may acquire an interest.

The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

5.15 Termination Claims

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the College may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the College to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the College shall determine on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.
The contractor shall have the right of appeal, as stated under Disputes, from any such determination made by the Contract Administrator.

5.16 Contractor

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the College. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the College.

5.17 Force Majeure

The contractor will not be liable for any excess cost to the College if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

5.18 Disputes

Any dispute concerning performance of the contract shall be decided by the College. The College’s decision will be final subject to the contractor’s right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with Southern Arkansas University Tech’s direction.

5.19 Confidentiality of Information

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

5.20 Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA, Sections 25-19-101 et seq.

The use or disclosure of information concerning recipients will be limited to purposes directly connected with the administration of the contract.

5.21 Inspection of Work Performed

The State of Arkansas, Southern Arkansas University Tech, or authorized representatives shall, at all reasonable times, have the right to enter into contractor’s premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.
5.22 Subcontracts

The contractor is fully responsible for all work performed under the contract.

The contractor may, with the consent of the College, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Contract Administrator prior to the effective date of any subcontract.

No subcontract which the contractor entered into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

5.23 Indemnification

The contractor agrees to indemnify, defend, and save harmless the College, its officers, agents and employees from:

- Any claims or losses resulting from services rendered by any subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.

- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractor, its officers, employees, or subcontractors in the performance of the contract.

- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.

- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

5.24 Assignment

The contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

5.25 Employment Practices

The contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
• Layoff or termination
• Rates of pay or other forms of compensation, and
• Selection or training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above mentioned regulations.

The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

5.26 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

5.27 State Property

The contractor shall be responsible for the proper custody and care of any State owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

5.28 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the College and the contractor 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.

5.29 Attorney's Fees

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action,
including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

5.30 Environmental Protection

The contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The contractor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

5.31 Liability

In the event of non-performance of contractual obligation by the contractor or his agents which results in the determination by Federal authorities of non-compliance with Federal regulations and standards, the contractor will be liable to the College in full for all penalties, sanctions and disallowance assessed against the College.

5.32 Records Retention

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

5.33 Access to Contractor's Records

In accordance with Federal regulation governing contracts in excess of $10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Access will be given to any books, documents, papers or records of the contractor, which are directly pertinent to any services performed under the contract.

The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

5.34 Non-competition

Contractors should indicate in their proposal a statement of non-competition with the Southern Arkansas University Tech Bookstore. Contractor must agree not to operate a bookstore business selling textbooks in competition with the College Bookstore during the term of this contract, and for at least one year following contract termination.

5.35 Standard Terms & Conditions

1. General. Any special terms and conditions included in the Request for Proposals (RFP) override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal(s) are accepted by the Southern Arkansas University Tech hereafter referred to as The College.

2. Acceptance and Rejection. The College reserves the right to accept or reject all or any part of a proposal(s) or any and all proposals, to waive minor technicalities, and to award the
proposal to best serve the interest of the College and the State of Arkansas. This RFP does not in any way commit The College to contract for the commodities/services listed herein.

3. **Bid Submission.** Bids must be submitted to The College on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances and will be returned to bidder, unopened. SIGNATURE: Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract. The signature must be in ink.

4. **Prices.** Quote FOB destination, inside delivery. In case of errors in extension, unit prices shall govern. Prices are firm, not subject to escalation unless otherwise specified in the RFP invitation. Unless otherwise specified, bid must be firm for acceptance for sixty (60) days from the RFP opening date. "Discount from list" bids are not acceptable unless requested in the RFP.

5. **Quantities.** The quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of The College.

6. **Brand Name References.** Any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Unless otherwise specified herein, bids on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal 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 College reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and The College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this RFP invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc., as specified in this invitation.

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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 College. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination. Samples should show bidder's name, address, bid and item number.

9. **Testing Procedures for Specifications Compliance.** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from 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 bidder.

10. **Amendments.** The proposal 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 net price should be shown in the bid.

12. **Award.** The College reserves the right to award items all or none or by line item whichever is determined to be in the best interest of the College or the State of Arkansas. **Term Contracts.** A Purchase Order will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award authorizes shipments on request by authorized point of contact with charges to be made against the original purchase order number for the term indicated on the purchase order. **Firm Contracts.** A Purchase Order will be mailed, or otherwise furnished, to the successful contractor within the time of acceptance specified by The College.

13. **Length of Contract.** The RFP will show the period of time the term contract will be in effect.

14. **Delivery on Firm Contracts.** The RFP will show the number of days to place a commodity in the College’s designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The College has the right to extend delivery if reasons appear valid. If the date is not acceptable, The College may buy elsewhere and any additional cost will be borne by the vendor.

15. **Delivery Requirements.** No substitutions or cancellations are permitted without written approval of the College. Delivery shall be made during work hours only, 7:30 a.m. to 5:00 p.m., Monday – Thursday and 7:30 a.m. to 11:30 a.m. on Friday excluding legal holidays, unless prior approval for other delivery has been obtained from The College. Packing memoranda shall be enclosed with each shipment.

16. **Storage.** The College is responsible for storage if the contractor delivers within the time required and the College cannot accept delivery.

17. **Default.** All commodities furnished will be subject to inspection and acceptance of the College after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize The College 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 the College of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. **Variation in Quantity.** The College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order.

19. **Invoicing.** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing the purchase order number; (2) delivery and acceptance of the commodities; and (3) proper and legal processing of the invoice by The College. Invoices must be sent to “Invoice To” point shown on the purchase order.

20. **Southern Arkansas University Tech 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 College, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point properly identifying what is being returned.

21. **Patents or Copyrights.** The contractor agrees to indemnify and hold the College/State of Arkansas harmless from all claims, damages, and costs including attorneys’ fees, arising from infringement of patents or copyrights.

22. **Assignment.** Any contract entered into pursuant to this IFB/RFP is not assign-able nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. **Other Remedies.** In addition to the remedies outlined herein, the contractor and the College have the right to pursue any other remedy permitted by law or in equity.

24. **Lack of Funds.** The College may cancel this contract to the extent said funds are no longer legally available for expenditure. Any delivered but unpaid for goods will be returned in normal condition to the contractor. If the College is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, or, if the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim with the Arkansas Claims Commission.

25. **Discrimination.** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, bidder agrees as follows: (a) bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. **Contingent Fee.** The bidder 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 bidder for the purpose of securing business.

27. **Antitrust Assignment.** As part of the consideration for entering into any contract pursuant to this RFP, the bidder named on the front of this IFB, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the College, 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.

28. **Arkansas Technology Access Clause.** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to The College that the technology provided to The College 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. (1)
providing 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; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, 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 assisting devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

SECTION 6 PROCUREMENT

6.1 Rules of Procurement

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

6.2 Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should mail or fax all such correspondence to the Issuing Officer, as outlined in the Anticipated Procurement Timetable (Section 1.5).

6.3 Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer by e-mail. The closing date for receipt of questions will be April 1, 2013 at 1:30 p.m. local time. All questions must be marked “Questions” on the email subject line. Each question should reference the paragraph number. The questions will be answered in written form and emailed to all organizations requesting copies of the request for proposals.

6.4 Request for Proposals Amendments

The College reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

6.5 Cost of Preparing Proposals

Costs for preparing the proposals, as well as any costs incurred in attending the site visit, are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the College will be the responsibility of the respondent and may not be billed to the College.

6.6 Disposition of Proposals

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Purchasing Law. If the proposal includes material which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so
designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 et seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

6.7 Proposal Amendments and Rules of Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the respondent.

Unless requested by the College, the College will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

6.8 Acceptance of Proposals

The College reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the College.

Where the College may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

6.9 Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Any proposal that is incomplete may be rejected by the College. However the College may waive minor irregularities. The second phase will be based on evaluation of the Technical/Business proposal by an impartial committee appointed by the College. The third phase will be the opening of the cost proposal and review by the evaluation committee.

6.10 Award Notice

The notice of intended contract award will be sent to all respondents.
SECTION 7 OTHER REQUIREMENTS

IMPORTANT - READ CAREFULLY

Certificates of Insurance acceptable to the owner shall be filed with the Purchasing Office prior to commencement of the work. This document is required regardless of bid amount.

CONTRACTOR'S INSURANCE REQUIREMENTS

The contractor shall purchase and maintain such Insurance as will protect it from claims set forth which may arise out of or result from the contractor's operations under the contract, whether such operations be by itself or by anyone directly or indirectly employed or by anyone for whose acts may be liable;

A. Claims under Workmen's Compensation, Disability Benefit and other similar benefit act;
B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;
D. Claims for damages insured by usual personal injury liability coverage which are sustained.
   (1) By any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or
   (2) By any person; and
E. The contractor shall provide and maintain during the term of this contract, at the contractors' expense, comprehensive automobile liability insurance at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident for bodily injury and per accident for property damages.
F. Claims under comprehensive general liability for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Coverage for "Completed Operation" shall be required under this comprehensive liability section.

The insurance required by above paragraph shall be written for not less than any limits of liability required by law.
SOUTHERN ARKANSAS UNIVERSITY TECH  
Purchasing Department  
PO BOX 3499  
CAMDEN, ARKANSAS 71711  
870-574-4523 PHONE  
870-574-4489 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at: https://www.ark.org//ima/immigrant/index.php/user/login.

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

If you have any questions, please call the Purchasing Department at 870-574-4523.

Thank you.

Angela Fry  
Purchasing Agent

********************************************************************************

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants.

Date on-line certification completed: __________________________

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

Reason for non-certification: __________________________

______________________________

Name of Company:  

______________________________

Signature:

______________________________

Name & Title:  

(printed or typed)

______________________________

Date:

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a 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 SAU TECH Purchasing Department will maintain copies 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 the Purchasing Department by calling (870) 574-4523.

Sincerely,

Angela Fry
Purchasing Agent
Southern Arkansas University Tech

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

[ ] EO Policy Attached

[ ] EO Policy previously submitted to SAU TECH Purchasing

[ ] EO Policy is not available from business or person

Company Name
Or Individual:  
Title:  
Signature:  
Date:  
## 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.

<table>
<thead>
<tr>
<th>Is this for:</th>
<th>Goods?</th>
<th>Services?</th>
<th>Both?</th>
</tr>
</thead>
</table>

**TAXPAYER ID NAME:**

**Your Last Name:**

**First Name:**

**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:

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (v)</th>
<th>Name of Position of Job Held</th>
<th>For How Long?</th>
<th>What is the person(s) name and how are they related to you?</th>
<th>Person's Name(s)</th>
<th>Relation</th>
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<td>Current</td>
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<td></td>
<td>[i.e., Jane O. Public, spouse, John Q. Public, Jr., child, etc.]</td>
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<td></td>
<td>Former</td>
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</tbody>
</table>

- 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.

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (v)</th>
<th>Name of Position of Job Held</th>
<th>For How Long?</th>
<th>What is the person(s) name and what is his/her 10% of ownership interest and/or what is his/her position of control?</th>
<th>Person's Name(s)</th>
<th>Ownership Interest (%)</th>
<th>Position of Control</th>
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</tr>
</tbody>
</table>

- General Assembly
- Constitutional Officer
- State Board or Commission Member
- State Employee

☐ None of the above applies
Contract and Grant Disclosure and Certification Form

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

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

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

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

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature_________________________ Title_________________________ Date_________________________

Vendor Contact Person_________________________ Title_________________________ Phone No.______________

Agency use only

Agency Number________ Agency Name________

Agency Contact Person________ Contact Phone No.________ or Grant No.________