



REQUEST FOR PROPOSAL #32025

OCTOBER 25, 2024

COURSE MATERIAL MANAGEMENT SERVICES

INTRODUCTION

Athens State University (“University”) seeks proposals from qualified vendors that have successful track records in providing course material management services. The proposals received from this Request for Proposal will be used to select a vendor to manage the course material services as addressed herein. In partnering with the right vendor, Athens State is prepared to offer a three-year contract with the right to renew, upon mutual agreement, for additional years, without a requirement of a competitive solicitation. Performance will be reviewed annually. The University anticipates the contract to be effective July 1, 2025.

HISTORY OF THE UNIVERSITY

The institution was founded in 1822, by local citizens who purchased five acres of land, erected a building, and began Athens Female Academy. Ownership of the school was transferred in 1842 to the Methodist Church. It became a public institution in 1975 and was charged to serve the graduates of state junior, community, and technical colleges/institutes. In October 2012, the Alabama legislature approved the first autonomous board to govern the University.

INSTITUTIONAL CHARACTERISTICS

Athens State University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is one of a few institutions in the country to offer only upper-division (junior and senior) and graduate programs. Numerous departments or programs also hold specialized accreditation from the Accreditation Council for Business Schools and Programs (ACBSP), the Accreditation Board for Engineering and Technology (ABET), and the Council for the Accreditation of Educator Preparation (CAEP).

Undergraduate students are typically transfer students primarily from two-year schools in the Postsecondary Education System in the State of Alabama and adults returning to higher education to complete their degrees. Graduate students are often those who are returning to higher education to enhance their current job growth and development. Enrollment hovers just below 3000 students, consisting primarily of non-traditional students, averaging thirty years of age, and more than two-thirds are female. Many are wholly online, but some mix online, in-person, and blended courses. Students often maintain full time jobs and have family obligations. The University offers 41 baccalaureate degree programs and 13 master’s degree programs. In addition, the University offers 61 minors and 41 undergraduate and post-baccalaureate certificate programs. See <http://www.athens.edu/>.

REQUIREMENTS FOR BOOKSTORE OPERATIONS

The course material pick-up location at Athens State is located in the Sandridge Student Center. The vendor will be required to operate at this location, and to set hours of operation that meet with University approval. Vendors should define in their proposal response what their space and layout needs are for the proposed pick-up location.

At its expense, the University shall provide the following basic services for bookstore operations:

- Electrical (lights & outlets)
- Heat/Air Conditioning
- Cleaning of external common areas
- Pest Control
- Internal only phone service
- Internal only email

UNIVERSITY PRIORITIES

- Access to OER repositories within textbook adoption portal including OER Commons, OpenStax, Project Gutenberg, etc.
- Price matching with Amazon.com and local brick & mortar competitors on new, used, and rentals
- Digital materials delivered through the University LMS, currently Canvas.
- Physical course materials ordered by students must be packaged and delivered to campus or student homes as requested by the student. Delivery should be one or two days.
- Required and recommended course materials must be available in print or digital format prior to the start of the semester.
 - The vendor shall maintain a sufficient range and depth of inventory to satisfy reasonable student sales demand. The vendor shall provide timely reports to faculty members of the status of their orders for course materials, including items discovered to be unavailable, delayed in delivery, etc. In order to avoid problems with material availability for students, the vendor is required to report to the Vice President for Financial Affairs regarding the timeliness of orders placed by faculty members.
- Students should have the option to rent or purchase new or used print texts.
- Additional course materials (lab equipment, art supplies, etc.) should be provided to the students.
- Easy return system for students
- Branding provided with portal for faculty textbook adoptions
- Visualization portal where textbook adoptions can be viewed by administration
- Online publisher platforms integrated into the University LMS, currently Canvas.
- Integration with the University SIS, currently Banner.
- Authorized students allowed to charge books and supplies based on various financial aid and third party agreements.

FINANCIAL PACKAGE

The financial package will include a minimum guarantee plus a percentage of gross sales revenue. Historical data for course material is listed below. Sales data is presented for current vendor's fiscal year, July 1 – June 30.

| Account Description | | | FY24 | FY23 | FY22 | FY21 |
|---------------------|--|--|-------------|-----------|-----------|-----------|
| Used Text | | | \$60,289 | \$72,561 | \$80,993 | \$82,207 |
| New Text | | | \$145,699 | \$154,315 | \$168,601 | \$354,288 |
| Digital Text | | | \$709,422 | \$636,621 | \$563,703 | \$319,525 |
| Rental Text | | | \$82,514 | \$109,738 | \$95,241 | \$73,970 |
| Supplies | | | \$8,011 | \$8,071 | \$5,827 | \$3,538 |
| Total | | | \$1,005,935 | \$981,306 | \$914,365 | \$833,528 |

The vendor agrees to offer a minimum of \$2,500 general scholarships each academic year and \$2,500 textbook scholarships each academic year.

The vendor will furnish the University with a copy of the monthly sales report and other reports as requested by the Vice President for Financial Affairs. The monthly reports shall be submitted with the monthly commission payment by the twentieth (20th) day after the close of each month.

SPECIFIC REQUIREMENTS

- The vendor shall conduct all of its business operations related to the University in its own name, and shall not bind the University in any way. The vendor shall not represent expressly or implied that it is an agency of the University in its acts on behalf of the University. The vendor will make all contracts in its own name, and will be responsible for any goods purchased by the vendor, or for any other obligations or liabilities assumed or created by the vendor. Purchase, delivery, storage and payment considerations related to all bookstore operations shall be at the sole risk and expense of the vendor. The University shall not be responsible for any books, supplies, materials, etc. purchased by the vendor.
- Vendor shall identify and implement a refund and exchange policy. At a minimum however, textbooks may be returned for a full refund during the schedule adjustment period provided a receipt accompanies the return. The vendor will comply with applicable federal and state regulations including the Title IV regulations regarding refund/payment calculations for financial aid recipients.
- The manager assigned by the vendor to this operation shall be interviewed and accepted by the University prior to assuming managerial responsibilities. The manager shall continue service here only so long as the manager demonstrates good customer service skills and their work is acceptable to the University. A method to assess customer service shall be agreed upon by the University and the vendor.
- The vendor shall furnish all furniture and fixtures necessary for the proper execution of their operations and ensure a professional business appearance.
- The vendor agrees to collect the proceeds of sales, to the banking of such sales and to maintain separate bookkeeping records for its operations located in the University. Such records include, but are not limited to, sales records, invoices, banking records, operating statements, and financial statements. The vendor accepts responsibility for collecting all required local, state, federal and other taxes and reporting and payment thereof. The vendor shall maintain bookkeeping records for a period of (3) three full years from the date of the final payment to the University.

LAWS, ORDINANCES, RULES, REGULATIONS AND LICENSES

The vendor will obtain and provide any and all federal, state, and local licenses necessary at the time the awarded contract is executed, covering the services to be provided by the vendor to the University. The vendor shall pay all business license fees, ad valorem taxes, workers compensation insurance, unemployment compensation, and all taxes that may be imposed upon or as a result of operation of the bookstore by the vendor.

The requirements for federal contractors and subcontractors as they relate to Equal Opportunity and Affirmative Action are incorporated by reference and made a part of this RFP. Athens State University is an equal opportunity employer. It is the University's policy to provide equal opportunity for employment and advancement to all applicants and employees without regard to race, color, national origin, religion, age, disability, marital status, or gender, as provided in federal and state law.

When awarded, the contract shall be subject to provisions of Title 7 of the Civil Rights Act of 1964 and parts II, III, and IV of the Executive Order 11246, dated September 4, 1965. In connection with the execution of any resulting contract, the vendor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, gender, veteran status, national origin, or disability.

The vendor shall comply with all laws, ordinances, rules, and procedures of the City of Athens, AL and the State of Alabama. This invitation and any resulting contract shall be governed in all respects by the laws of the State of Alabama, and is subject to change or cancellation due to changes in local, state, or federal laws and regulations.

INSURANCE REQUIREMENTS

The dedicated bookstore space is considered part of the University's physical plant, and is therefore covered to the full limits of the State of Alabama Insurance Fund property insurance. Excluded from any such coverage, however, is liability exposure resulting from the vendor's direct operations (auto, worker's compensation, professional and general liability, product liability, fidelity bonding, inventory, business equipment personal property, etc.). The vendor shall provide proof of insurance listing the University as an additional insured, as detailed below, that meets with the University's approval.

By signing and submitting a proposal under this invitation, the vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain this coverage during the entire term of the contract. This coverage shall be purchased from insurance companies authorized to sell insurance in the state of Alabama.

| | |
|---------------------------------|-----------------------------|
| Worker's Compensation | Statutory |
| Comprehensive General Liability | \$1,000,000 each person |
| 1. Bodily Injury | \$1,000,000 each occurrence |
| 2. Property Damage | \$1,000,000 each occurrence |

Comprehensive Automobile Liability

1. Bodily Injury \$1,000,000 combined single limit
2. Property Damage \$1,000,000 combined single limit

The vendor agrees to save the University (and/or its employees, agents, and officers) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property or injuries to or by death if any and all persons whatsoever, in any manner, caused or contributed to by the vendor, his agents, servants, or employees, while in, or about the University premises on which the work under this contract is to be done, or while going to or departing from same, and to save the University (and/or its employees, agents, and officers) harmless from and on account of, damages of any kind which the University (and/or its employees, agents, and officers) may suffer as the result of the acts of any of the vendor's agents, servants, or employees in or about the performance of any contract between the vendor and the University.

The vendor shall indemnify and hold harmless the University (and/or its employees, agents, and officers) for any liability incurred by the University (and/or its employees, agents, and officers) as a result of the non-payment, for any reason, of any debt or obligation for which the vendor has agreed to bear responsibility for payment, including the same's attorney fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the same, including interest.

PROCUREMENT PROCESS

- Proposals (1 hard copy and one duplicate PDF by email to barbara.ferguson@athens.edu) will be received from each vendor in a sealed envelope or package bearing the name and address of the vendor, name of the project and proposal due date. The original hard copy shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. The vendor shall make no other distribution of the proposals. All documentation submitted with the proposal should be bound in a single document.
- Sealed proposals will be received subject to the conditions cited herein **until 4:00 pm on November 8, 2024**. All proposals must be furnished to:

Athens State University
Attention: Mike McCoy
300 North Beaty Street, Athens, AL 35611

No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

The University reserves the right to waive any irregularity in any proposal or reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the University.

- The vendor's proposal must detail familiarity and proven experience with this type of contract and demonstrated ability to serve the University's needs for services associated with these activities. The vendor must detail its familiarity and ability to provide quality service meeting industry and government guidelines.
 - The vendor must provide a listing of all colleges/universities where the vendor is currently operating and managing a campus bookstore. This listing should include the name and telephone number of an administrative contact for each location.
 - Additionally, the vendor must provide a listing of college/university accounts that canceled or did not renew with the v during the last 5 years. This listing should include the name and telephone number of an administrative contact at each location.
- Vendors must be aware that this is a request for proposals and offers, not a request to contract, and Athens State University reserves the right to reject any and all proposals when such rejection is deemed to be in its best interest.
- The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this proposal. The RFP is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements. Vendors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.
- The Office of Financial Affairs, at Athens State University, is the issuing office for this document and all subsequent addenda relating to it. Any questions concerning this RFP should be directed to Mike McCoy, Vice President for Financial Affairs, at mike.mccoy@athens.edu with a copy to barbara.ferguson@athens.edu. The Office of Financial Affairs is the only agency authorized to award a contract for the proposed services. All pertinent State of Alabama purchasing codes and University policies and procedures apply.
- The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract order.
- After the award of the contract, note that all proposals may be open for public inspection and review. Trade secrets, test data, financial data, and similar proprietary information will, to the

extent allowed by law, remain confidential, provided that such material is so marked upon submission by the vendor.

- Before an agreement is executed, the **awarded** vendor will be required to submit the following documents, completed and properly executed:
 - State of Alabama Vendor Disclosure
 - Alabama Immigration Law Certificate of Compliance
 - E-Verify Memorandum of Understanding
 - Proof of insurance and licensure as specified above.

EVALUATION PROCESS

Proposals will be evaluated on, including but not limited to, completeness, content, experience with similar projects, ability of the vendor and its staff, information gained from references, and financial offerings. A contract may ultimately be awarded to the vendor whose proposal is determined to be most advantageous to the University. By submitting a proposal, the vendor agrees to all of the terms of the RFP unless exceptions to the RFP are stated by the vendor in its proposal. Any contract related to this proposed project is subject to the availability of funds and/or the needs of the University. The University, at its discretion, may or may not issue a final contract as a result of this RFP. The University is the sole judge as to whether or not a firm's proposal has or has not satisfactorily met the requirements of this request for proposal.

Athens State University may award a contract based on initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service available.

During the evaluation process, the University reserves the right, where it may serve the University's best interest, to request additional information or to request demonstrations as a part of the evaluation process.



REQUIRED FORMS

By submitting this proposal, the potential vendor certifies the following:

1. This proposal is signed by an authorized representative of the vendor.
2. The vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions, unless specifically noted.

Therefore, in compliance with this RFP and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the services.

VENDOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____

SIGNATURE (Typed or Printed): _____

DATE: _____

ATHENS STATE UNIVERSITY – COMPLIANCE WITH SECTION 31-13-9 OF THE CODE OF ALABAMA

Section 31-13-9 of the *Code of Alabama*, as amended (see Alabama Act No. 2012-491) (the “Act”) is applicable to all contracts entered into with Athens State University via a competitive bidding process.

Be advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees, the Act requires that the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Be further advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees within the State of Alabama, the Act requires that the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Information about "E-verify" can be found at web address: <https://e-verify.uscis.gov/enroll> and the program is operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Be further advised that the Act requires that any subcontractor, on a project paid for by a contract that is competitively bid and awarded by Athens State University, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. During the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. A business entity or employer who has been awarded a contract with Athens State University through a competitive bidding process should maintain records of such compliance in case verification is required by Athens State University or a law enforcement agency.

Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, termination of employees, and possibly suspension or revocation of business licenses and permits in accordance with the Act, among other things.

All bidders must complete the following information and return this form with their bid information.

1. Are you a business entity or employer that employs one or more employees within the State of Alabama?

No

Yes, and I have enclosed documentation along with this form establishing that I am enrolled in the E-Verify program. If you answered “Yes,” then you must provide such documentation with this form. A copy of your E-Verify Memorandum of Understanding is acceptable documentation.

2. Pursuant to the Act and by operation of law, the following provision shall be incorporated into any contract that is awarded by Athens State University as a result of this competitive bid process, regardless of whether or not the same is expressly set forth in the written documents relating to such contract:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I represent and affirm that my response to #1 above is true and correct, that I fully agree and accept the statement in #2 above, and that Athens State University may fully rely on the same. I also acknowledge that I have received notice of and reviewed all of the information contained in this document.

If Bidder is a Business Entity

Name of Bidding Party: _____

Signature: _____

Printed Name of Signatory: _____

Its: _____ (Position)

Date: _____

If Bidder is an Individual

Name of Individual: _____

Signature: _____

Date: _____
