

**HACC, Central Pennsylvania's Community College
Harrisburg, Pa.**

**Request for Proposal
RFP15-12
For
Textbook and Campus Store Solution**

Issued: January 26, 2015

Campus Independent Visit: Scheduled upon request

Deadline for Questions: February 6, 2015, by 1 p.m.

Response to Questions: February 13, 2015, by 4 p.m.

PROPOSAL DUE DATE: February 27, 2015, by 1 p.m.

Award of Contract: Following the April 7, 2015, HACC Board of Trustees meeting

Sealed Proposals Must Be Delivered to: HACC, Central Pennsylvania's Community College
Procurement and Contracts
Ted Lick Administration Building Room 203
One HACC Drive
Harrisburg, PA 17110

All firms who respond to the request for proposal (RFP) will receive a notification letter in the mail within one week after the Board of Trustees meeting.

Bid results will be posted on HACC's website at
<http://hacc.edu/Purchasing/BidResultsRFPs/Current-Bid-Results-RFPs-FY15.cfm>

For information concerning the RFP process, required format and the schedule of activities, please direct questions to:

Monique Y. Baylor, MBA
Director of Procurement
Telephone: (717) 736-4121
Email: procurement@hacc.edu

ACKNOWLEDGMENT FORM

HACC, Central Pennsylvania's Community College

Request for Proposal

RFP15-12 Textbook and Campus Store Solution

Acknowledgement: Please acknowledge receipt and interest in this Request for Proposal (RFP) by completing the information requested below and faxing it to (717) 236-0709 or emailing it to procurement@hacc.edu.

Acknowledgement due date is **February 2, 2015**

Also, please include this page with your proposal.

Provider Name: _____ Contact Name: _____

Address (include City, State, Zip): _____

Phone: _____ Fax: _____ Cell Phone: _____

Email: _____ Website: _____

Check One: We will _____ will not _____ be responding to this RFP.

If not responding, please explain briefly: _____

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I. BACKGROUND

HACC, Central Pennsylvania's Community College desires exploring the opportunity to contract for Textbook and Campus Store Solution for use by all HACC students on all HACC campuses.

We also have an online presence for our Bookstore at <http://bookstore.hacc.edu/harrisburg/>
Please refer to the website for hours of operations and other information.

HACC is a geographically diverse organization. The College is comprised of several campuses located in Harrisburg, Lancaster, Lebanon, Gettysburg, and York.

Please refer to the College's Web Site for further information: www.hacc.edu

Harrisburg Area Community College Bookstore Sales				
<u>Campus</u>		<u>FY12</u>	<u>FY13</u>	<u>FY14</u>
Harrisburg	\$	6,117,946.00	\$ 5,831,714.00	\$ 5,373,554.00
Lancaster	\$	3,043,679.00	\$ 3,000,050.00	\$ 2,739,488.00
Lebanon	\$	818,864.00	\$ 783,684.00	\$ 705,073.00
Gettysburg	\$	1,317,528.00	\$ 1,347,308.00	\$ 1,196,301.00
York	\$	2,338,258.00	\$ 2,393,377.00	\$ 2,134,649.00
Total	\$	13,636,275.00	\$ 13,356,133.00	\$ 12,149,065.00

II. REQUIREMENTS

The proposal shall be **clear, concise and no more than twenty (20) pages**. The title page accompanying the proposal shall be signed by the person(s) required and authorized to legally bind the firm to the proposal and shall specifically state that the firm shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of the College. The proposal shall be on 8 ½ x 11 paper only. Bids may be submitted electronically to procurement@hacc.edu before the bid is closed. Bids received after the specified time will be rejected.

Cover Letter

The cover letter shall contain a brief introduction of the provider and the proposal. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of this RFP to which the provider objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter page shall be on company letterhead and shall include the name and working address of the firm submitting a proposal, the name and telephone number of the primary company representative to be contacted with reference to the proposal, and the date of submission.

Provider History and Qualifications

Each submission must contain a complete proposal. The College reserves all rights as to the evaluation of any and all responses submitted by each provider and to the College's determination of the provider's qualifications.

Each proposal must include a brief profile (described in the statement of needs) demonstrating an established, successful track record of past performance and experience in providing bookstore services to public and private higher education institutions. The proposal shall explain how bookstore services would be delivered to HACC.

Proposers are encouraged to describe in detail their commission structure as related to each requirement detailed herein and (breakdown separately) any additional features or benefits related to the offering not specified in this RFP.

Project Plan – Scope of Work

All proposals must meet or exceed mandatory requirements as outlined below. Please provide detailed descriptions for the way that your firm plans to address the items in this section. Additional emphasis should be made in addressing the following criteria.

**EXHIBIT “A”
STATEMENT OF WORK
for the
TEXTBOOK AND CAMPUS STORE SOLUTION AGREEMENT**

Specifications for Textbook and Campus Store Solution:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified firm(s), and through competitive negotiations, to identify a bookstore solution for HACC. Specifically, we seek both a physical campus store and a sophisticated electronic/virtual easy to manage “Campus Store Management Solution” at HACC, hereinafter referred to as the “College”.

The College seeks proposals encompassing all five (5) physical bookstore locations and our online bookstore site to successfully provide the following:

- Lower costs for our students and integrate with our ERP system “Ellucian” (Banner) to allow students to use their financial aid excess for books, supplies and technology in the Bookstore
- Provide a seamless transition plan and be prepared to “scale up” quickly for a **July 1, 2015 implementation** at all bookstore sites with no interruption of service to our students
- Fulfill orders flexibly, efficiently, and securely
- Describe its crisis management experience
- Offer service-level agreements
- Purchase current inventory at cost (approximately \$2M); consider purchase shelving, registers and displays
- Take over ownership of outstanding student rentals
- HACC has a contract with Coca-Cola and vendor is required to by Coke products.
- Contract with Nebraska Bookstore Company expires April 30, 2017, HACC would pay early withdrawal penalties
- Provide a full-service campus bookstore store, or propose an alternative model that satisfies the needs of our students on all campuses, including the virtual bookstore
- Provide options for our students concerning course delivery materials including new, used, ebooks, rentals along with any supplies/ devices to help meet the student’s coursework needs

STATEMENT OF NEEDS

Key Points

- Demonstrate ability to successfully meet the needs of physical and virtual campuses
- Demonstrate a model that dramatically reduces costs to students
- Provide high quality customer service to Faculty, Students and HACC employees
- Increase digital resources and variety of rental books and other rentals in the bookstore

Company History, Experience, and Background

1. *Company Profile.* Profile should include certified financial statements including revenues, assets for the past two (2) years, S&P or D&B rating, number of employees, number of years in business, company organization chart and company principal profiles.
2. *Qualifications and Experience.* Include background on firm's qualifications and experience in managing college/university bookstores both physical and virtual. Describe experience serving multi-campus institutions that provide learner-centered instruction for students pursuing associate degrees, four-year degrees, and technical and continuing education.
3. *Firm History.* Provide a complete client list that includes length of service, sales volume, college/university administrator name and telephone number responsible for the bookstore. Identify and highlight at least five (5) clients with bookstores similar in nature to the HACC bookstore. Lastly, include a reference list of at least three (3) schools (preferably in PA or states nearby) you currently service that are similar in structure to the program described in this RFP.
4. *Discontinued Client List.* Please provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.

Transition, Implementation and Operations Plan

Describe detailed plan for transition, implementation and continued management/operations plan for all HACC bookstore locations including the online virtual bookstore website and mail order program. Explain how the plan will allow successful implementation by July 1, 2015, including a proposed calendar of events.

Customer Service

Describe the plan for delivery of high quality, responsive customer service to Faculty, Students and HACC employees at all bookstore locations and online, proposed hours of operation for all locations and include the following:

1. *Customer Satisfaction.* Describe methods to obtain regular feedback from bookstore customers to ensure a high level of customer satisfaction.
2. *Training.* Describe educational and training programs for the HACC bookstore staff.

Staffing / Personnel

Provide a proposed staffing plan, organization chart and reporting structure for the HACC bookstore. Additionally, describe the available corporate support services and regional management support. Include the following information:

1. *Personnel.* Describe your personnel policies, hiring policies, compensation program and benefit program, incentive programs, and background check policies and procedures.
2. *Staffing.* Describe the required qualifications for the Manager at the HACC bookstore. Describe the commitment to hire student employees and offer current HACC employees potential positions.

Marketing and General Merchandise

Describe the plan to assist the College in marketing the new services to students and to protect the bookstore's textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market, advertise and promote textbooks/course materials and graduation-related merchandise to students. Additionally, please include the following:

1. *General Merchandise Sales.* Provide a detailed description of the plan to market and increase the sales of HACC emblematic/logo merchandise, clothing, and gifts at all campus locations including the virtual bookstore.
2. *Inventory and Notification.* Describe when and how often inventory will be available for purchase or rental by students for both of the major semesters, fall and spring. Include the communication strategies and procedures to notify students of the availability.
3. *Expansion.* Describe any plans for new or expanded product lines or services to be offered by the HACC bookstore, including an emphasis on products and services that will meet the needs of the college.
4. *Other.* Provide details on any additional distinctive qualities, products, or services that will be provided. Describe the benefits to the college these qualities, products or services would provide.

Textbooks / Course Materials

Describe in detail the textbook/course materials services and programs that will be provided to HACC faculty and students (e.g., textbook reservation program, online adoption program, registration integration program, etc.). Describe how the company will effectively deal with the changing types of course materials and changes to the distribution channel/delivery of course materials. Descriptions shall also include the following;

1. *Publisher Relations and Acquisition.* Describe the company's relationship with publishers and how this can assist the college in procuring desk copies. Include a description of any reports provided to both the publishers and college to assist in the acquisition of desk copies. Outline any other company acquisition process of textbook and related course materials.

2. *Textbook Adoption and Process.* Describe resources to assist faculty and staff in making textbook adoption decisions, including the detailed textbook adoption process for faculty and integration into the web portal of Ellucian.
3. *eCampus and Distance Learning.* Provide experience, capabilities and detail plan for the delivery of eBooks, eContent, digitized content, and/or eLearning platform. Describe resources and plans to provide comprehensive textbook/course materials and services to support the HACC eCampus Program, and any future distance learning programs. Lastly, describe resources providing student access to additional web-based services, tools, or materials relevant to their courses or area of study.
4. *Used Textbook/Buyback Program.* Provide a detailed description of sources for used textbooks, along with a description of textbook buyback program policy, including any incentives or programs that would allow for buyback prices that are greater than wholesale prices, return shipping cost incurred by students. Include your estimated used textbook ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of operation of the HACC bookstore. Describe plans to provide a fully integrated buyback program that includes the ability for HACC students to sell their used textbooks to any of the HACC bookstore location.
5. *General Book Program.* Describe your general book program and plan to ensure the program supports the academic mission of HACC. Describe the plan to support the academic programs and events at HACC by selling and promoting books at events throughout the year.
6. *Textbook Rental Program.* Describe the textbook rental program and policy that will be provided at the college, including related fees, and percentage of textbooks offered as rentals.
7. *Other.* Describe your custom publishing/course pack program.

Pricing, Purchase and Payment Policies

1. *Pricing Policy.* Describe pricing policies for textbooks/course materials and explain plans to address the pricing concerns of students at HACC. Include the method used to calculate the selling price of a new textbook, used textbook, and rental price. Additionally, describe pricing policies for general (all other) merchandise and explain plans to address the pricing concerns of students at HACC. Lastly, provide an explanation of the system in place to pay HACC royalties for HACC products sold, including details of pricing and percentages.
2. *Student Purchase and Payment Options.* Describe the campus location point of purchase system, technology and security infrastructure, payment policies and options available to students, employees and faculty. This description should encompass all payment options for all HACC bookstore locations and online, including but not limited to all credit cards accepted, e-check and personal check options (order waiting period, if any), ability to accept student financial aid for payment and related process to verify balances and have the aid transferred.

3. *Materials/Textbooks Bundled within Tuition.* Provide details on the plan to handle a program where course material fees are bundled within tuition. Describe how the program office or college would place orders for students, and the pricing model for this type of program.
4. *Ordering and Product Delivery Methods.* Describe the ordering, fulfillment and delivery system and methods. Describe the fulfillment distribution center infrastructure and the timeliness with which the company processes orders for shipping. This description should include order handling capacity and processing time, delivery methods and costs, backorder process and notification, methods employed to reduce backorders and impact on students.
5. *Online Ordering and Delivery Methods.* Describe the campus locations ordering system including the online ordering system. The description shall include details on technology and related infrastructure available to successfully operate an online bookstore, aspects of the online ordering system that assist students in ordering and delivery of digital books, messaging, estimated delivery time, help desk information, order tracking, etc. Additionally, describe the order acknowledgement system in place and order capacity of the online bookstore and security infrastructure.
6. *Return and Refund Policy.* Describe the return and refund policy for all course materials, new textbooks, used textbooks, bundled packages, course packs, rental textbooks, digital textbooks, etc., and general merchandise.
7. *Discounts.* Describe the discount amounts offered to HACC faculty, staff, and departments.
8. *Financial Terms and Conditions.* Describe the financial terms and conditions of the agreement for the use of services with attention to commission structure, schedule of payments, and method of accounting for and reporting sales.
9. *Reporting.* Describe the reporting system in place to provide the college with information on student ordering activity, ordering history, and edition status reports. Include the frequency of reporting and availability (online access to reports) with a description of the site. Include a sample page of this type of report.

Financial Proposal

Provide financial projections for the first five (5) years of operation of the HACC bookstore. Describe the financial return that you will remit to HACC for the operation of the HACC bookstore, including the following:

- The minimum annual financial guarantee
- The commission schedule expressed as a percentage of Net Sales
- Additional financial incentives that you would like the college to consider

The College's requirements pertaining to the contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the bookstore for any product or service offered by the bookstore, including revenue received from textbook rentals.

This includes all orders taken or received at the bookstore, whether such orders are placed at the bookstore, via the internet (i.e., "on-line sales"), orders received through the HACC bookstore Web site, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales by other companies or organizations on the HACC bookstore website.

- "Net Sales" shall be defined as Gross Sales less voids, less customer refunds, less discounted sales to authorized HACC departments, less computer hardware sales, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less sales made at no margin by the contractor at the request of HACC.
- The contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee.
- Payments will be made to the College on a monthly basis via electronic funds transfer (EFT). The College shall have the option to select either monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual financial guarantee. Regardless of the payment method selected by the College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc. The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized College representatives, including full financial audit and financial statements, and other financial data as may be requested by the College.

Facility Investment

Describe the detailed facility plans and financial commitment to provide HACC with state-of-the-art retail bookstore facilities and fixtures throughout the term of the contract. In addition, contractors are required to complete the Financial Bid Form, Attachment A. *(Note: The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)*

Technology

Describe plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the college, the HACC bookstore, and the campus community. Address any website/e-commerce plans to offer the following items:

- Textbook/course materials reservation program
- Online textbook ordering program (with multiple campus capabilities)
- Online textbook adoption program

- Registration integration program
- Compliance to HEOA (i.e., textbook ISBN number availability)
- Ordering program for general merchandise (i.e., emblematic clothing and gifts)

Include your estimated capital investment for technology/automation in the HACC bookstore (excluding website development costs) and a timeline for your automation plans. The College will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract. *(Note: In addition, contractors are required to complete the Financial Bid Form, Attachments A.)*

Additional Information

Provide information on processes to distribute ancillary materials such as photocopied "Course Packs" problem sets, etc. including capability to obtain copyright clearance and duplicate these types of items. Describe how you calculate a price for these items.

Describe your plans to ensure compliance to the state and the federal Higher Education Opportunity Act (HEOA).

Provide PCI compliant certification upon request.

Provide the College with other information you feel is pertinent.

III. EVALUATION

Evaluation Criteria

All proposals must meet or exceed mandatory requirements outlined in this RFP in order to be reviewed. Those proposals meeting the minimum mandatory requirements will be considered based upon a point scoring evaluation system described in this section.

Information and data for scoring will come from information supplied with the firm's proposal from the references and any clarification information requested by the College.

Proposals will be evaluated using the following criteria:

Criteria

1. History, experience, background
2. Transition, Implementation and Long-term Operations Plan
3. Customer Service
4. Staffing/Personnel
5. Marketing and General Merchandise
6. Textbooks/Course Materials and Program
7. Pricing, Purchase and Payment Policies/Cost to Students
8. Financial Proposal
9. Facility Investment
10. Technology
11. Additional Information

IV. TERMS AND CONDITIONS

Before submitting a proposal, the proposer shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP, the proposer represents that the proposer has read and understands the contract specifications and conditions.

TEXTBOOK AND CAMPUS STORE SOLUTION AGREEMENT
between

and
HACC, Central Pennsylvania's Community College

This Agreement between HACC, Central Pennsylvania's Community College, whose primary address is One HACC Drive, Harrisburg, PA 17110, and _____ (Contractor), whose address is _____, is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

- 1) **Facilities Covered:** All HACC campuses.
- 2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the Textbook and Campus Store Solution agreement.
- 3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

- 4) **Term of Agreement:** The initial term of this Agreement shall be five (5) years, July 1, 2015 and ending July 31, 2017 with an option to re-new on an annual basis up to an additional two (2) years, unless terminated earlier as set forth in this Agreement.
- 5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices must be mailed to Accounts Payable Department, One HACC Drive, Harrisburg, PA 17110.

Invoices must be descriptively itemized and must clearly indicate the applicable HACC Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted at the time of project completion before payment can be authorized.

- 6) **Indemnification:** The Contractor shall hold Harrisburg Area Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this Contractor from the conduct or actions of any persons provided by the Contractor for performance

of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

- 7) **Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name Harrisburg Area Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with HACC's Director of Purchasing prior to commencing work.

- 8) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at the Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in and out at the security desk whenever performing work upon HACC's premises.
- 10) **Termination for Default:** HACC may, by written notice to the Contractor, terminate the Agreement in whole or in part for default if the Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve the Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising therefrom, including attorney's fees and excess costs incurred by HACC in obtaining similar services.
- 11) **Termination for Convenience:** HACC may, by written notice to the Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not

performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due to the Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not affect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, the Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, the Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Contractor shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.

- 12) **Insolvency:** Should the Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by the Contractor under any State and Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of the Contractor, or should a petition in bankruptcy or for a reorganization or for an adjudication of the Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon the Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.
- 13) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 14) **Arbitration:** All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by HACC, HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and the Contractor.

In responding to a claim brought by the Contractor, HACC shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

- 15) **Assignment or Transfer:** This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent Contractor providing services for HACC.

- 16) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither the Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 17) **Equal Opportunity and Non-Discrimination:** HACC is committed to providing opportunities for woman and minority-owned businesses. HACC encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. HACC is committed to non-discrimination and equal employment opportunity. HACC will not knowingly contract with any firm that is not an equal opportunity employer.
- 18) **Right to Audit:** HACC and appropriate designated representatives reserve the right to audit HACC account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 19) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work for HACC; and be able to provide such information if requested. The costs associated with conducting such checks will be borne by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to the Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor and the Contractor will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.
- 21) **Independent Contractor:** HACC and the Contractor intend that an independent Contractor's relationship shall be created by this Agreement and neither herein shall be construed as creating an employer / employee relationship. The Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.

- 22) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 25) **Serverability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 26) **Governing Law:** The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the State of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.
- 27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

_____	Harrisburg Area Community College
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

V. PROPOSAL SUBMISSION

Any term or condition stated in this RFP document shall be considered accepted by the provider unless specifically objected to by the provider. The College may accept or reject provider's alternative proposals to the terms of this RFP. A proposal may be rejected if it is incomplete or conditional.

Proposal Deadline

To be considered for selection, proposals shall arrive at HACC's Procurement and Contracts Office, One HACC Drive, Ted Lick Administration Building, Room 203, Harrisburg, PA, 17110, by 1 p.m. on or before **February 27, 2015**. Proposals must be in in electronic format, clearly marked "Request for Proposal #RFP15-12 Textbook and Campus Store Solution." Pricing must be submitted in a separate attachment. Proposals mailed will still be accepted if received prior to the deadline, but electronic submission is preferred. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

RFP Clarification

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by the College's Procurement and Contracts Office. Official written responses to all relevant written questions will be emailed or faxed by the College's Procurement and Contracts Office. Requests for written explanation, clarification, and/or questions shall be made via email marked "Questions Related to RFP15-12" to procurement@hacc.edu. Such requests must be received no later than **February 6, 2015 at 1 p.m.**

Failure of the proposer to make appropriate inquiries, evaluate any special conditions, or verify requirements of this RFP shall not relieve the proposer of responsibility for fulfilling the contract in accordance with the terms of this RFP.

Oral communication with any College employee, unit, department or organization concerning this RFP is not binding on the College and shall in no way modify the RFP or the obligation of the College or the proposer.

Number of Copies and Mailing of Proposal

If mailing the proposal, five (5) copies of the general proposal will be submitted in a sealed container clearly marked with the name of the proposal and labeled "Request for Proposal RFP15-12, Textbook and Campus Store Solution." One (1) of the copies shall be marked "Master Copy" and will contain original signatures. The remaining copies do not require original signatures. **No cost information is to be contained in the general proposal.**

In lieu of supplying five (5) copies of the bid, one (1) Master Copy and an electronic media (CD, memory stick, etc.) will be preferred providing they are all in the sealed envelope. Emailing the RFP with the referenced attachments is also acceptable. All bids must be sent to procurement@hacc.edu.

Addenda to the RFP

In the event that it becomes necessary to revise any part of this RFP, HACC's Procurement and Contracts Office will provide addenda in writing to the proposers who indicate that they are interested by returning the Acknowledgment Form of this document (page 2). All addendums and notices will be posted on HACC's website:

<http://hacc.edu/Purchasing/RequestforProposals/Current-RFPs-FY15.cfm>. No oral statements, explanations, or commitments by whosoever made shall be of any effect except as the College's Procurement and Contracts Office has confirmed the same in writing.

Acceptance of Proposals

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the proposer, as well as the services to be provided. The College further reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in any way by any proposer's response to this RFP. The College also reserves the right to allow a proposer to correct a defect in its bid provided that correction of the defect does not alter the amount of the bid or the scope of work required under the bid.

The College will review all proposals. The College reserves the right to cancel the selection process or the negotiations when a selection is made or at any time prior to entering into a formal written agreement with the provider.

The College will be the sole judge of the acceptance of any and all proposals.

Proposal Process

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each proposer. The register of proposals shall be open to public inspection only after proposal opening. No additional proposals will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this RFP. Factors not specified in the RFP shall not be considered.
3. Discussions may be held with one or more proposers to: Promote understanding of the College's requirements and the provider proposal; Facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the RFPs.
4. Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal. One or more proposers may be provided an opportunity to submit a "best and final" offer.
5. References and the credit and financial responsibility of the proposals may be verified as appropriate.

VI: BID CERTIFICATION

(date)

Procurement and Contracts
HACC, Central Pennsylvania’s Community College
One HACC Drive
Harrisburg, PA 17110

The undersigned certifies that to the best of his/her knowledge: (check one)

- () There is no officer or employee of HACC, Central Pennsylvania’s Community College, who has, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid.

- () The names of any and all public officers or employees of HACC, Central Pennsylvania’s Community College, who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any state or federal entity. The undersigned agrees to notify the College of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Proposal RFP15-12 for TEXTBOOK AND CAMPUS STORE SOLUTION and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

(firm)

(address)

(signature required)

(phone no.)

(print name)

(fax no.)

(title)

(federal tax id no.)

SUBMITTED IN SEALED SEPARATE ENVELOPE

**ATTACHMENT A
FINANCIAL BID FORM**

(Note: Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

1. COMMISSION AS A PERCENT OF SALES:

Year 1 (%) _____
Year 2 (%) _____
Year 3 (%) _____
Year 4 (%) _____
Year 5 (%) _____

2. MINIMUM ANNUAL GUARANTEE:

Year 1 (%) _____
Year 2 (%) _____
Year 3 (%) _____
Year 4 (%) _____
Year 5 (%) _____

3. ADDITIONAL FINANCIAL INCENTIVES:

Year 1 (%) _____
Year 2 (%) _____
Year 3 (%) _____
Year 4 (%) _____
Year 5 (%) _____

4. COMMISSION & NON COMMISSION ITEMS:

% Commission _____
Non Commission Items i.e. *employee discounts, etc.* _____

5. FACILITY INVESTMENT:

(Depreciated Over Five Years)
Total Investment _____

6. TECHNOLOGY INVESTMENT:

Total Investment _____

PROPOSAL SUBMITTED BY: _____

Company: Authorized Signature: Signer's Printed

Title: _____ **Date:** _____

In a sealed envelope, please separate the general proposals from the cost proposals. The cost proposals must include all costs associated with your proposal. Only the sealed cost envelopes of the top rated proposals (See III - Evaluation Criteria) will be opened and scored accordingly.