



ALABAMA A&M UNIVERSITY

NOTICE TO BIDDERS

Request For Proposals – P0021

For

Operation Of The University Bookstore

Alabama A&M University
Normal, Alabama 35762

Proposals Will Be Received At

The Purchasing Department
Alabama A&M University
305 Patton Hall
Normal, Alabama 35762

(256) 372-5227

Until 2:00 P.M. - C. S. T **April 30th, 2021**

ALABAMA A&M UNIVERSITY
REQUEST FOR PROPOSAL AND SPECIFICATIONS
FOR THE OPERATION OF THE UNIVERSITY BOOKSTORE

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III. University Bookstore Financials

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BID CALENDAR FOR RFP No. P0021
OPERATION OF THE UNIVERSITY BOOKSTORE

1. Distribute RFP – April 1st, 2021
2. Tour of Bookstore Facilities – To be arranged with RFP Committee Representative
3. Bid opening – April 30th, 2021
4. Possible presentations/Interviews - (**TBA**) to be arranged after Bid opening
5. Visitation (if necessary) TBA
6. Award – May 17th, 2021

INTRODUCTION AND BACKGROUND INFORMATION

Alabama A&M University hereinafter referred to as "University," maintains a University Bookstore operation and its services as integral element of its total educational and academic mission. Said University Bookstore is established and maintained solely for the convenience of students, faculty, staff, other employees, alumni, and guests of the University.

The University requests proposals from qualified Bookstore Management Companies hereinafter referred to as "Contractor," desiring to assume the management and operation of the University Bookstore and its services.

This Request for Proposals specifies the expected level of service in the University Bookstore consistent with the current operation under University management. Proposals submitted by Contractor must respond to all bid and proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in this Request for Proposals. As an alternative approach, the Contractor has the option of submitting substitutions to these requirements, specifications, terms, conditions, and provisions; where the Contractor believes the substitutions would be more appropriate or favorable, with the understanding that the University shall still evaluate any such alternate proposal against the current performance, operation, and service level of the University Bookstore.

Alabama A&M University is a state institution of higher education offering Bachelor's, Master's, and Doctoral degrees in a variety of academic areas. The University's campus is located in Normal, Alabama. Its enrollment consists of approximately 6,000 students, most of which are commuting students. The resident student population is potentially 3,200. The University's faculty consists of full-time and part-time members. The University offers courses throughout the calendar year. Academic terms include the Fall semester, the Spring semester, and the Summer semester.

The University Bookstore is currently operated by Follett. The University Bookstore, including a receiving Area and limited storage space is located in Building 43, the Ralph Lee Center. The space dedicated to the University Bookstore is approximately 3,500 square feet.

General information regarding the University and specific information regarding the University Bookstore are included in this Request for Proposals or attached as Appendices to same.

SECTION ONE

**GENERAL INFORMATION FOR CONTRACTORS AND PROPOSAL
REQUIREMENTS**

A. Scope of Work

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

B. Issue Date

1. **April 1st, 2021**
2. The University requests that each prospective Contractor receiving a copy of this RFP acknowledge receipt of the RFP by letter to:

Jeffrey L. Robinson
Director of Purchasing
Alabama A&M University
305 Patton Hall
Normal, AL 35762

Or by email to Jeffrey.robinson1@aamu.edu Within seven days after receipt.

C. Term

The contract shall commence on July 1, 2021, and continue for a period of two (2) years or on mutually agreed upon time frame to be of mutual benefit to both parties, the University and the Contractor can mutually agree to extend the contract beyond the original period, for additional three one (1) year periods thereafter.

Both the University and Contractor, individually, reserve the right to terminate the contract without cause by providing 90 day notice, prior to termination. In the event of early contract termination, the University shall purchase the existing bookstore at Contractor's acquisition cost.

D. BONDS

Bid Bonds

Proposals must be accompanied by a certified or cashier's check or bid bond in the amount not less than five percent (5%) of the base proposal or not to exceed \$10,000.

Performance Bond

A performance Bond in the full amount of the award will be required from the successful Vendor within 10 days from Notice of Award.

E. Requirements of a Proposal

In order to be considered responsive to the University's RFP, the contractor must include all of the following in his proposal.

1. The completed, enclosed Bid Form.
2. The commission percentage return on "gross sales" as defined in this RFP versus the minimum annual guaranteed amount of commissions which the contractor shall pay to the University.
3. Any capital investment proposal that the contractor desires to make, and the dollar amount of any such capital investment.

4. Contractor's plan for the management and other staffing of the University Bookstore. Plan shall delineate between full-time, part-time, and student employees and associated schedules and labor hours.
5. Contractor's transition plan for management and staffing.
6. Perform a proforma financial statement for at least the contractor's first year of operation of the University Bookstore.
7. Contractor's pricing, refund, and discount policies.
8. Contractor's conformance to purchase of inventory requirements.
9. All elements specifically requested by the University in Section One and Section Two of the RFP to be included in Contractor's proposal.
10. Summary of any specifications, requirements, terms, conditions, and provisions in the University's RFP that the Contractor will not conform to.
11. Information concerning the scope of services, which the Contractor would provide in the operation of the University Bookstore in addition to or improvements of the specifications, requirements, terms, conditions, and provisions described herein.
12. Summary of the most important elements included in the Contractor's proposal.
13. Signature of authorized officer of the Contractor, with names of each person signing typed or printed below the signature.
14. It is the purpose of this RFP to obtain as complete data as possible from each Contractor to enable the University to determine which Contractor is best able to meet all of the criteria, which are to be considered in the award of this Contract. In this regard each Contractor shall furnish as a part of this RFP a complete general description of capabilities in the field of college and university bookstore operations. Included shall be the following:
 - a. Name and address of company and a list of affiliated or related companies.
 - b. List of the names of all owners of the company or officers of the corporation.
 - c. The duration and extent of Contractor's experience and qualifications in the operation of college and university bookstore. Explain in detail.
 - d. A list of all locations where the Contractor is currently operating a college or university bookstore. For each location on a college or university campus, indicate the length of time the Contractor has held the contract for the operation of the bookstore, provide the full time enrollment of the college or university during the most recent year of the operation of the bookstore under the management of Contractor, provide the sales revenues during the most recent year of the operation of the bookstore under the management of the Contractor, and provide the name, address, and telephone number of a college or university official with the authority over the bookstore operation who can be contacted concerning the operation of the bookstore while under the management of the contractor. Contractor shall also specify those college or university campus bookstores, which contractor previously held contract to operate, but does not operate currently.

- e. A certified financial statement of the Contractor's last fiscal year and/or Dunn and Bradstreet rating.
- f. A description of internal systems of the Contractor for:
 - 1. Inventory controls for textbooks, trade books, and general merchandise.
 - 2. Recording, checking, and reporting of sales.
 - 3. Control of cash and refunds.
 - 4. Internal audit.
- g. A description of the Contractor's access to wholesale used books.
- h. An organizational chart showing the management structure of the contractor with a description of the qualifications and credentials and the location of both upper level management and regional management support staff.
- i. Description of corporate support services and program that will be included by the Contractor.
- j. Description of Contractor's personnel policies and educational or training programs for managers, supervisors and employees.
- k. Methods the contractor will utilize to insure customer satisfaction with the bookstore services provided.
- l. Statement of Contractor's philosophy and mission statement toward providing college and university bookstore services and the important facets involved.
- m. Other such information as the Contractor deems pertinent for consideration by the University.

F. Interpretation and Site Inspection

- 1. Prior to submitting bids and proposals, Contractors are advised preferably when classes are in session, to visit the campus, conduct surveys with respect to customer counts, average transaction size, average number of transactions per day, and to tour the University Bookstore areas so as to inform themselves thoroughly as to the conditions involved in providing the services. Failure to do so will not relieve the successful contractor of the obligations assumed upon acceptance of his bid and proposal.
- 2. **With respect to tours of the University Bookstore retail sales, offices, storage and receiving call Jeffrey Robinson, Dir. Of Purchasing @ (256) 372-8361 or jeffrey.robinson1@aamu.edu. This will be the only opportunity for interested contractors to tour the offices, storage and receiving.**
- 3. The Director of Purchasing will accept all questions via email with respect to interpretation or clarification of the *RFP* requirements, @ Jeffery.robinson1@aamu.edu. Written implies to any such questions will be sent to all known interested contractors within five (5) days.
- 4. Any other request by Contractor (s) for interpretation or clarification of technical information shall be in writing and shall be addressed to the Office of the Director of Purchasing @ Jeffery.robinson1@aamu.edu. Request must be received within five (5) working days after the Contractor's tour. Replies will be sent in writing to all known interested parties.

5. Contractors may conduct surveys on campus and in the area adjacent to the entrance to the University Bookstore on dates and at times. Contractors shall schedule appointments to conduct any such surveys with **Jeffrey Robinson, Dir. Of Purchasing @ (256) 372-8361 or jeffrey.robinson1@aamu.edu** who reserves the right to limit the number of Contractors conducting surveys on the same day.
6. During all such surveys and tours of the University Bookstore areas, Contractors shall in no way interfere with the University Bookstore areas, Contractors shall in no way interfere with the University's present operation of the University Bookstore.

G. Receipt of Proposals

1. Prospective Contractors are instructed to deliver one (1) original and four (4) complete hard copies of the proposal as well as one (1) electronic copy on a thumb drive enclosed in one sealed box or other package, to **the Purchasing Department, Alabama A&M University, Room 305 Patton Hall, Normal, AL 35762** in a manner that assures receipt by 2:00 p.m. on April 30th, 2021. Package must be sealed and designated prominently "RFP No. P0021" due April 30th, 2021. All proposals will be in force for 30 days from opening. Formal bid opening will only acknowledge receipt of signed formal bid package.
2. Proposals may be withdrawn or amended at any time prior to bid closing.

H. Evaluation of RFP/Proposals

The evaluation of proposals will be in accordance with the below listed criteria and weighing.

1. Completeness and responsiveness of proposal **(10 points)**.
2. Number of similar size and similar dollar volume bookstore operations being managed **(10 points)**.
3. Customer reference checks **(10 points)**.
4. Total client base and number of years in business **(15 points)** (minimum required (5) five years).
5. Qualifications and experience of proposed project team including on site manager **(10 points)**.
6. Financial proposal including commission (rent), revenue projection, renovation, pricing and purchase of equipment option **(30 points)**.
7. Plans for improving the current A&M operation **(15 points)**.

Totaling: 100 Points

I. Award

1. Award will be made to the Contractor who is determined by the University to best meet the needs and objectives of the university community. Contractors are encouraged to propose innovations. The University reserves the right to reject any or all bids and proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any bid or proposal, and to award the Contract to other than the Contractor proposing the highest commission return according to its own judgment of its best interests. The University also reserves the right to continue to self-operate the University Bookstore if, in the judgment of the University, its best interests will be served by so doing.
2. In awarding the Contract, the University will consider a number of factors in combination in evaluating the proposals submitted. These factors will include, but not be limited to, the following, which are not listed in order of importance:
 - a. Contractor's record of performance and service in higher education bookstore operations.
 - b. Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provisions.
 - c. Contractor's response to University's objectives.
 - d. Service aspects of Contractor's proposal.
 - e. Commission return to the University.
 - f. Capital investment program offered by the Contractor.
 - g. Customer relations in existing Contractor operated bookstores.
 - h. Personnel aspects of Contractor's proposal.
 - i. Contractor's ability to render satisfactory service in this instance.
 - j. Review of and recommendations with respect to Contractor's bookstore operations at other similar universities.
 - k. Extent and Contractor's size, credit standing, financial record, stability, and management.
3. After bids and proposals have been examined; Contractors may be invited to make oral presentations.
4. When bids and proposals have been reviewed, visits may be made to the store site.
5. Additional information may be requested while bids and proposals are under consideration.
6. The successful Contractor will be notified of the award in writing.
7. The University will then write the contract, which will incorporate all of the specifications, requirements, terms, conditions, and provisions included in the RFP and any additional elements of the Contractor's bid and proposal, which the University deems relevant for inclusion.
8. The successful Contractor will be expected to properly and promptly execute this contract with the University.

SECTION TWO

**SPECIFICATIONS, REQUIREMENTS, TERMS, CONDITIONS, AND
PROVISIONS**

1. Objectives

1.1 The University's objectives for the University Bookstore operation and services are as follows:

- a. To provide the University community with a full range of merchandise and services expected from a quality academic bookstore.
- b. 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 the students at the specific times the items is needed.
- c. To ensure that the specified edition is available for sale; in hard copy as well as electronic.
- d. To provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University.
- e. To offer a significant selection of “soft goods” such as office supplies, incidental household goods for resident students, personal care items, University emblematic wearing apparel, memorabilia, and other related items.
- f. To provide timely response to customers requiring special order literature and other such material.
- g. To provide textbooks and other merchandise to the University community under pricing policies are both fair and competitive with other university bookstores and also with retail establishments in the surrounding area.
- h. To keep abreast of new merchandise of interest to the University community.
- i. To minimize out of stock situations on textbooks.
- j. To provide for efficient customer traffic flow during rush periods.
- k. To meet the bookstore needs of handicapped students.
- l. To provide employment opportunities for the University's students.
- m. To become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandising and/or assistance based upon the University's ongoing and unique activities. **Example:** offer book scholarships.

1.2 Contractor shall address each of these objectives in his proposal.

2. SERVICES, CHARGES, AND DISCOUNTS

- 2.1 Contractor shall manage and operate the University Bookstore and its services described herein under the direction and control of the University as hereinafter set forth.
- 2.2 Contractor shall purchase, display, and sell new and used textbooks, hardcopy and electronic version, trade, paperback, technical, and reference books, other educational materials, supplies, and other miscellaneous merchandise and services at Contractor's own expense, during the term of the contract.
- 2.3 Contractor shall provide University Bookstore services for University students, faculty, staff, alumni, and guests in accordance with the University's requirements, terms, conditions, and provisions and specifications contained herein or attached hereto as Appendices and made hereof.
- 2.4 Contractor shall manage and operate the University Bookstore for the purpose of providing bookstore services to the University and for other purposes except as may be hereinafter expressly provided.
- 2.5 Contractor shall provide bookstore services for the University in the existing University Bookstore located in the Ralph Lee Center, and a "Books on the Go" location in the University's anticipated Welcome Center which will be located on the corner of Meridian Street and Chase Road. Appendix III identifies the specific University Bookstore space.
- 2.6 Contractor shall stock in sufficient quantities, display, and offer for sale:
 - a. All required, recommended, and suggested text and course books, whether new or used, in the editions specified by faculty or other and departmental representatives and all other required, recommended and suggested course-related supplies and materials. Electronic versions should be made accessible when available.
 - b. Other educational materials and supplies used by the University's students in pursuing their courses.
 - c. Merchandise such as books, magazines, soft goods, stationary, imprinted sporting goods, other emblematic merchandise, class rings, desk and room accessories, and other items normally sold in a college bookstore, to extent that the sale of such items is compatible with the educational mission of the University and the University Bookstore's purposes.
 - d. Food and other items, not normally sold in a college bookstore upon specific prior approval by the V.P. of Student Affairs.
 - e. Contractor should also be able to provide electronic textbook options for students wishing to purchase access.
- 2.7 Contractor shall provide a used book buy-back service as specified in Paragraph 3.10.

- 2.8 Contractor shall provide educational staff and additional cash expenses registers or point of sale equipment in such sufficient numbers necessary in order to minimize customer traffic flow problems and to maximize customer convenience during rush periods. The University shall reserve the right of final determination as to whether Contractors' actions are sufficient, while concurrently taking into consideration the space limitations within the existing University Bookstore.
- 2.9 Contractor shall provide special order services for books and other merchandise not in stock.
- 2.10 In support of the University's athletic programs, the Contractor shall sell a wide variety of University emblematic clothing and other emblematic merchandise for purchase by members of the University community.
- 2.11 Contractor may be asked to develop a mail order catalog of University emblematic clothing and other emblematic merchandise and distribute this catalog on an annual basis to the university community and to the University's Alumni Association members.
- 2.12 If such services are requested by the University, Contractor shall provide a point of sale for University emblematic clothing and emblematic merchandise during certain selected campus events. The Contractor shall also extend this service to other athletic events in other locations if such service is requested and is deemed reasonable by the University Liaison.
- 2.13 Contractor shall provide all correspondence pertaining to commencement activities to graduating students.
- 2.14 Contractor shall, at a minimum, maintain similar non-textbook merchandise in the existing varieties and categories in the University bookstore.
- 2.15 Contractor shall provide for charge sales of all University Bookstore merchandise through major credit cards including Master Card and Visa.
- 2.16 Contractor shall also provide for charge sales to the University on its own account.
- 2.17 Contractors shall provide for charge sales to University students having University financial aid available for University Bookstore purchases. Contractor shall provide the university with an accounting of such actual charges and the University shall reimburse the Contractor for such charges within the limits of the financial aid charge authorization

- 2.18 Contractor shall accept personal and University checks from students, faculty, and staff in reasonable amounts in relation to purchase amounts, subject to appropriate identification.
- 2.19 Contractor shall be solely responsible for the collection of any debts resulting from charge cards or otherwise.
- 2.20 Contractor may propose other additional charge opportunities.
- 2.21 Contractor shall, at a minimum, provide a 10% discount on any books, except adopted textbooks and books on sale, and 15% discount on all other University Bookstore merchandise, except merchandise on sale, to all University staff.
- 2.22 Contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to University student organizations and student activities with respect to University Bookstore services and merchandise. This could include, but not be limited to, sale of merchandise for student events and activities.
- 2.23 In preparing the proposal, Contractor shall not propose any additional discounts. Any such additional discounts, that may be offered, shall be subject to negotiation and mutual agreement between the University and the Contractor at a later date.
- 2.24 Contractor shall have exclusive rights to operate the full service University Bookstore located on the University's campus, offering all goods and services normally found in university bookstores and any such additional services as may be required by the University during the term of the Contract. The University shall grant the Contractor the right to sell the University licensed products; however, this right is not exclusive.
- 2.25 Contractor's exclusive rights in Paragraph 2.26 does not include merchandise and services currently sold or offered elsewhere within the University by departments, student organizations, or through other existing contract arrangement. The following specific exceptions are cited by the university:
 - a. Student Book Co-op
 - b. Athletic Department sponsored sales of emblematic clothing and other emblematic merchandise.
 - c. Alumni Affairs/Alumni Association sponsored sales of emblematic clothing and other emblematic merchandise
- 2.26 The University shall retain the right to provide other retail sales operation on campus, as determined by the University and as operated directly or through other contract arrangement.
- 2.27 Contractor may propose other additional services.
- 2.28 Contractor shall provide additional University Bookstore services as are reasonably requested by the University.

3. PRICING AND REFUND POLICIES

The Contractor shall operate according to the following pricing policies, or propose better pricing policies.

- 3.1 New Textbooks (with Suggested Retail Price)
Contractor shall sell new textbooks, which are shipped from publishers with a suggested retail price and invoiced at a regular price discount from this suggested retail price, at a price no higher than the publisher's suggested retail price.
- 3.2 New Textbooks (Net Priced)
Contractor shall sell new textbooks, which are shipped from publishers/Wholesaler without a suggested retail price and invoiced at a net cost (net cost does **not** include freight) is not to exceed a gross margin of 25% or a 33 1/3% markup on net.
- 3.3 Used Textbooks Contractor shall sell all used textbooks in saleable condition, whether cloth, paperback, or otherwise at a price of no less than 25% off the current retail selling or publisher's suggested retail or list price.
- 3.4 Trade, Paperback, Technical, Reference Books
Contractor shall sell all used trade, paperback technical, and reference books at a price no higher than the publisher's suggested retail or list price.
- 3.5 The University may request and shall receive from the Contractor evidence that the above pricing policies are being followed. Such information must be provided by the Contractor at the earliest possible time following his receipt of the University's request.
- 3.6 The Contractor shall, to the extent possible, specify in the proposal the exact pricing policies that will be adhered to for various categories of merchandise and shall highlight any merchandise categories for which the pricing policies will result in merchandise prices that will be lower than prices resulting from the pricing policies indicated above.
- 3.7 The Contractor shall purchase used books from students, faculty and others at the university based on a time schedule that is practical and convenient to both the University community according to the following policies:
 - A. If the Contractor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than 50% of the current new list price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
 - B. If the Contractor does not have information as to the future use of a book or if the book will not be used a following semester, or will shortly be replaced by a revision announced by the publisher, the Contractor shall pay the price listed for the book in a textbook buying guide which the university and the Contractor agree to use for this purpose.
 - C. The Contractor shall not buy back as used books such books that can be identified by the Contractor as complimentary, not for resale books which publishers have provided to faculty members.
- 3.8 The Contractor shall post, in conspicuous places, University Bookstore Policies concerning refunds, buy-backs, exchanges and discounts. The Contractor shall provide for a refund of purchases according to the University Bookstore's current refund policy as follows or according to another policy, approved by the university, which is at least as flexible as the current refund policy of the University.
 - A. New textbooks must be in new condition

- B. Defective textbooks shall be replaced at no cost.
- C. A valid cash register receipt must accompany all requests for refunds or adjustments.
- D. New and used textbooks and all other course materials, in an unused condition, may be returned for full refund within fourteen (14) working days from the beginning of each semester, or within three (3) working days from the date of purchase, provided that the purchase was made and such refund was requested not later than the end of the fifth week of the semester.
- E. All other books, supplies, and merchandise excluding general and reference books may be returned in an unused condition for full refund anytime within fourteen (14) working days from the date of purchase.

3.9 Any changes in pricing and refund policies must be approved by the University.

HOURS OF SERVICE

4.1 The Contractor shall, at a minimum, adhere to the following hours of service in the University Bookstore.

- a. **Fall Semester Rush Hours**
Commencing on the first day of Fall Semester classes and for the first three (3) weeks of classes,

Monday – Thursday	8:00 a.m. - 7:00 p.m.
Friday	8:00 a.m. - 5:00 p.m.
Saturday	8:00 a.m. - 12:00 p.m.
Sunday	Closed
- b. **Regular Fall Semester Hours** Commencing on the fourth week of the Fall Semester and ending on the last day of final examinations,

Monday – Friday	8:00 a.m. - 5:00 p.m.
Saturday & Sunday	Closed
- c. **Spring Semester Rush Hours** commencing on the first day of Spring Semester classes and for the first three (3) weeks of classes,

Monday – Thursday	8:00 a.m. - 7:00 p.m.
Friday	8:00 a.m. - 5:00 p.m.
Saturday	8:00 a.m. - 12:00 p.m.
Sunday	Closed
- d. **Regular Spring Semester Hours**
Commencing on the fourth week of the Spring Semester and ending on the last day of final examinations,

Monday – Friday	8:00 a.m. - 5:00 p.m.
Saturday & Sunday	Closed
- e. **Regular Summer Semester Hours**
Commencing on the first day of the Summer Semester and ending on the last day of final examinations,

Monday – Friday	8:00 a.m. - 5:00 p.m.
Saturday & Sunday	Closed

- 4.2 The University's academic calendar and holiday schedule are included as appendix I.
- 4.3 The University Bookstore shall be closed on all University holidays during periodic power shutdowns and pest control fogging, and for no more than two (2) days at the end of September each year for annual inventory purposes.
- 4.4 The Contractor shall provide additional hours of service in the University Bookstore during other days and times or in other locations, as is reasonably requested by the University.
- 4.5 Any changes in all above hours of service in the University Bookstore must be approved by the University.

5. TEXTBOOK SELECTION AND ORDERING PROCESS

- 5.1 The selection of course texts is considered an academic matter and, therefore, shall be the decision of the faculty members, departments, colleges, and schools within the University.
- 5.2 In his provision of books, supplies and materials; the Contractor shall prepare (in a form and time schedule acceptable to the University) and distribute to faculty members the textbook adoption forms for such books, supplies, and materials for each semester.
- 5.3 The University shall require all faculty members requiring books, supplies, and materials for their course(s) to return these textbook adoption (requisition) forms to the University Bookstore Contractor.
- 5.4 The University shall make reasonable efforts to see that the Contractor is given timely notice by faculty members or authorized departmental designees of the books, supplies, and materials requested for all courses offered, as follows:
 - a. For the Fall Semester, beginning in August on or before May 30th.
 - b. For the Spring semester, beginning in January on or before October 1st.
 - c. For the Summer Semester, beginning in June and July on or before March 1st.
- 5.5 If the University adopts a different type of academic calendar in the future, a new schedule for this ordering process will also be adopted as necessary.
- 5.6 Contractor shall exert every effort, working with the university and its faculty, to insure the prompt and timely submission of the faculty's books, supplies, and materials orders for their courses.
- 5.7 Since the University shall require all faculty members to submit these books, supplies and materials requisition forms to the University Bookstore Contractor, the University, in turn, shall require the University Bookstore Contractor to provide reasonable and timely access to this same faculty requisition information to representatives of other bookstore operations and services desiring access to said information.
- 5.8 The Contractor shall provide timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc.
- 5.9 The Contractor shall not be responsible for books or other items not being ready for sale to students due to the failure of faculty members to submit timely order requests. However, the Contractor shall make every reasonable effort to supply books and other items requested, even when such requests are not timely.

- 5.10 The Contractor shall make every effort to insure that, for all requisitions which are received from faculty by the specific due date, said books will be available in the University Bookstore not later than the first day of classes.
- 5.11 Contractor shall maintain a selection of textbooks for all classes in the University Bookstore six (6) weeks into the semester in order to accommodate late purchases.
- 5.12 Contractor shall exert every effort, working with the university and its faculty, to obtain early textbook adoption commitments from the faculty, in order to maximize the Contractor's repurchase of and resale of used copies of such textbooks.
- 5.13 Contractor shall specifically address in his proposal how he shall handle the order processing and delivery of emergency late textbook adoptions.
- 5.14 If the Contractor provides additional services with respect to the textbook ordering process, he shall indicate such additional services in his proposal.

6. PROMOTIONS AND PUBLIC RELATIONS

- 6.1 Contract shall provide special promotions frequently throughout each year of the Contract.
- 6.2 Contractor shall provide in his proposal a list of the promotions that will be provided during the 2021-2022 academic year.
- 6.3 During the remaining years of the contract, Contractor agrees to provide promotions which shall be at least the same number and quality as those submitted in Paragraph 6.2.
- 6.4 All promotions must be submitted to the Mr. Gregory Jackson, AVP of Budgeting and Planning Services for his prior approval.
- 6.5 Contractor shall specify in his proposal what specific actions he shall undertake with respect to implementing and maintaining positive and effective public relations and communications with the University's students, faculty, staff, and alumni.

7. UNIVERSITY SUPERVISION AND LIAISON

- 7.1 Liaison between the University and Contractor shall be the responsibility of the University Bookstore Advisory Committee and the Contractor's University Bookstore Manager.
- 7.2 Recognizing that the successful operation of this contract is dependent on a favorable response from the University community customers; consisting of Students, Faculty and Staff, Alumni and the community as a whole assisting the University Liaison in his functions.
- 7.3 The University Liaison will function in an advisory capacity to the Contractor's Bookstore Manager addressing specific needs of faculty, staff, or students.
- 7.4 The University Liaison will meet regularly to with university students, faculty and staff to discuss all matters related to the University Bookstore and communicates reactions to the merchandise and services to the Contractors' Bookstore Manager.
- 7.5 The University Liaison will perform an active role in the decision-making process relative to University Bookstore matters through its recommendations from the students, faculty and staff, and community.

- 7.6 The Contractor's University Bookstore Manager shall attend any meetings requested with the University Liaison which effect adjustments in operations and cooperate at all times to maintain maximum efficiency and good public relations with the University.
- 7.7 Contractor, specifically including the University Bookstore Manager, shall work cooperatively with the University Liaison in the development and improvement of the University Bookstore's services, operations, programs, and policies. Contractor shall make every reasonable effort to comply with requests from University Liaison and improvement of University Bookstore services, operations, programs, and policies.
- 7.8 Contractor shall develop a form acceptable to the University and shall at least annually conduct a survey of University Bookstore customers. Contractor shall share the results of these surveys with the University Liaison.
- 7.9 Contractor's University Bookstore Manager shall prepare a written monthly report on special promotions held each month and submit same to University Liaison.
- 7.10 Authorized representatives of the University shall have full right of access to all University Bookstore areas during normal operating hours, at other times for scheduled maintenance and repairs of a noncritical nature, and at any time during emergencies.
- 7.11 The University reserves the right to supervise and monitor all aspects of said overall University Bookstore operations such as, but not limited to, hours of operation, timelines of textbook orders, placing of textbook orders and special orders, sufficiency of quantities and types of merchandise of merchandise in stock, quality of merchandise, categories of merchandise offered, new merchandise items, promotions and public relations, courtesy of staff, cleanliness and neatness of University Bookstore areas, adherence to pricing and other policies, and generally with respect to safety , sanitation, and maintenance; each of which shall be conducted by the Contractor in a manner satisfactory to the University.
- 7.12 Contractor shall withdraw from display or sale any item which the University should reasonably request not to be displayed or sold.
- 7.13 Contractor agrees to prominently post the prices for all merchandise items sold at all times.
- 7.14 The University shall reserve the right to final approval over all new merchandise items, merchandise categories, and services which the Contractor desires to offer in the University Bookstore.
- 7.15 The University shall reserve the right to final authority as to who will sell what merchandise or services, if a competitive situation develops between the University Bookstore Contractor and a University department or another University Contractor.
- 7.16 The University Bookstore Advisory committee will review and make recommendations to the University Liaison with respect to Contractor's requests for changes in pricing, book buy-back, book exchange, refund, and discount policies.
- 7.17 The original pricing, book buy-back, exchange, refund, and discount policies that shall be in effect at the commencement of the contract shall be those specified herein, coupled with any additions to or improvements to same, which Contractor shall specify in his proposal.
- 71.8 Contractor agrees that pricing for new merchandise items or categories to be offered shall be in line with the original pricing policies for similar merchandise items or categories in Paragraph 7.17 above.

- 7.19 Contractor understands and shall agree that and mutual review and decisions with respect to changes in pricing, book buy-back, exchange, refund, and discount policies shall be done no more frequently than once per year, with the first review during Spring 2022 and with any changes in policies effective on the day after Summer Semester 2022 ends.
- 7.20 As an exception to Paragraph 7.19, in exceptional cases only involving changes in university bookstore market conditions that are outside of the Contractor's control, the Contractor may request a mutual review and decisions with respect to policies at any time during the year. The University shall determine the effective date of any such changes in policies.
- 7.21 Contractor shall be prepared to completely document in writing and to fully justify to the University's satisfaction any requests for changes in pricing, book buy-back, and exchange, refund, and discount policies.
- 7.22 Any changes in pricing, book buy-back, book exchange, refund, and discount policies must be approved by the University Liaison and shall be confirmed in writing and made part of the contract.

8 **SIGNAGE AND ADVERTISING**

- 8.1 The name of the bookstore shall remain Alabama A&M University Bookstore. Within the internal University community, the Bookstore may also be referred to as the University Bookstore.
- 8.2 Contractor shall provide and install all necessary signage identifying the University Bookstore and its hours of operation. All signage and locations of same must be approved in advance by the University.
- 8.3 Contractor shall submit to the University, for its prior approval, all advertising to be done outside of the University or in other than University media. Contractor shall withdraw any advertising from any location or media if the University should request that such advertising be withdrawn.
- 8.4 Contractor may incorporate a notation or indication, in signage and advertising that Alabama A&M University Bookstore is operated by the Contractor.

9 **PERSONNEL**

- 9.1 The University is fully committed to the welfare of University students who are currently employees in the University Bookstore. Contractor's proposal shall directly respond to this issue. More specifically, the Contractor's proposal shall address the following questions:
 - a. How many University students does the contractor routinely employ or expect to employ?
- 9.2 Information regarding the current total personnel expense for management and staff is unavailable.
- 9.3 Contractor shall at all times maintain on duty in the University Bookstore a sufficient and neatly attired staff of employees to insure efficient operation and level of service at all times as determined by the University. Contractor shall add staff as necessary during peak periods.
- 9.4 The University views the Contractor's management team as part of the University's administration team. As such, the University expects personnel experienced and knowledgeable in the conduct of University Bookstore operations and services. The Contractor's university management staff assigned to the University shall be selected with prior approval of the university. The individuals selected for these positions shall remain at the University for a minimum period of one year and as long thereafter as their performance is acceptable to the University. The University Bookstore Director and managers assigned to the University shall not be changed more than once per year unless mutually agreed, and not without at least thirty (30) days advance notice and replacement selection made which is acceptable to and mutually agreed by the University regarding all potential

off-campus transfers of any of these above management staff prior to announcing the transfer to the selected individual. The University shall carefully weigh the advantages the transfer may have for the individual when making judgment on transfer denial or delay. The University reserves the right to have the Contractor change his University Bookstore Director and other management staff as its sole discretion.

- 9.5 During the University's evaluation of proposals submitted by interested Contractor's the University reserves the right to require that Contractor's, whose proposals are deemed to be under semifinal or final consideration, present their candidates for any or all of the managerial staff positions.
- 9.6 The Contractor shall recognize that satisfactory public relations with the University's students, faculty, staff, alumni, and guests are extremely important with respect to the Contractor's successful operation of the University Bookstore. All staff employed by the Contractor in the University' Bookstore shall maintain proper standards of courtesy, service, and professionalism in dealing with the University community. Contractor shall train his personnel in proper handling of customer's requests and complaints. Contractor shall provide as a part of his proposal provisions covering service of courtesy, service, and professionalism in dealing with the University community. Contractor shall train his personnel in proper handling of customer's requests and complaints. Contractor shall provide as part of his proposal provisions concerning service to customers, including information on staff training programs which impact customer service and public relations.
- 9.8 Contractor agrees to assign on duty on University premises only employees acceptable to the University. The Contractor must be willing to reassign any employee from direct contact with customers when requested to do so by the university, provided that such request shall be made only on the grounds that continued employment in contact with customers would be detrimental to the University's public relations. The university may also ask the Contractor to remove any University Bookstore employees for cause, if due notice is given to the Contractor.
- 9.9 The Contractor shall perform a background check on all of its employees assigned to work in the University bookstore.
- 9.10 Contractor's employees shall be subject to and comply with all applicable University rules, regulations, and policies.
- 9.11 University has established and maintains a student employment program to provide assistance to students in defraying the cost of their education. Contractor shall continue to employ University students on a regular basis in the University Bookstore operations.
- 9.12 Contractor shall include a complete organizational chart of the proposed University Bookstore staffing model in the proposal. This proposed staffing model shall clearly delineate between management, non-management, student, and temporary staff.
- 9.13 In connection with the performance of work under the contract, Contractor agrees to comply with all applicable federal, state, and local laws or regulations relating to employment or provisions of services. The Contractor shall not discriminate against any persons on the grounds of age, ancestry, disability, national origin, religion, race, or sex.

10. **FACILITIES AND EQUIPMENT**

- 10.1 The University shall provide for the Contractor's use in the performance of this contract the existing University Bookstore space located in the Ralph Lee Center.
- 10.2 The University shall provide for the Contractor's use in the performance of this contract the existing movable fixtures, office furniture, office equipment, and any other equipment that is owned by the University and that is currently used in the University Bookstore.

- 10.3 Contractor shall be responsible for the cost of replacing any items provided by the University in Paragraph 10.2. University shall be responsible for disposing of any items provided by the university in Paragraph 10.2 which Contractor no longer deems useful.
- 10.4 Contractor shall take reasonable and proper care of all facilities provided by the University. In the event that any facilities provided by to Contractor by the University are damaged due to negligence on the part of Contractor's employee, Contractor shall reimburse University for the cost of repair or replacement of same.
- 10.4 Contractor shall take reasonable and proper care of all facilities provided by the University. In the event that any facilities provided to Contractor by the University are damaged due to negligence on the part of Contractor's employee, Contractor shall reimburse University for the cost of repair or replacement of same.
- 10.5 Upon termination or expiration of the contract, Contractor shall return all University owned and provided equipment, office furniture, office equipment, movable fixtures, and facilities in as good a condition as at the commencement of the contract, excepting ordinary wear and tear.
- 10.6 The Contractor shall be responsible for providing such additional equipment and fixtures as may be necessary for his successful operation of the University Bookstore.
- 10.7 Specifically, with respect to the existing merchandise display fixtures and display equipment, provided by the University located in the retail sales area of the University Bookstore, any replacements of or additional display fixtures and display equipment provided by the Contractor at his expense shall be considered as a capital investment by the Contractor and shall be subject to the provisions of Paragraph 2.1.
- 10.12 As a capital investment on the Contractor's part subject to the provisions of Paragraph 2.1, the Contractor may propose renovation, remodeling, redecorating, modification, or expansion of the existing University Bookstore facilities. If Contractor desires to do so, he shall include a description of such plans in his proposal. Any such plans proposed shall be subject to the University's approval.

11 Utilities

- 11.1 The Contractor shall not be responsible for the monthly cost of heat, water, electricity, and air conditioning services provided by the University.
- 11.2 Contractor shall be responsible for monthly costs of existing University provided telephone station and extension equipment for University Bookstore telephones and repairs of same.
- 11.3 Contractor shall be responsible for the cost of local and long distance telephone calls, message unit charges, all Watts line costs, installation of new telephone lines and equipment, monthly equipment charges for all new phone, data-phone or similar service, and all other phone equipment and related service charges.
- 11.4 The Contractor may specify reasonable additional utility requirements which the University shall provide at an additional cost to the Contractor. The University shall not be required to provide or pay for the installation of additional electric lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the Contractor.
- 11.5 The University shall not be liable to the Contractor of any losses that may result from the interruption, failure, quality, or quantity of any utilities provided by way of the University. The University will make a best effort to maintain these services, but the University shall be held harmless for any disruption of same.

- 11.6 Contractor agrees to exercise care to keep the usage of these utilities at a minimum, shall comply with both University, state, and federal energy conservation practices, regulations, and policies, and shall mutually cooperate in conserving the use of energies and the control of the resulting costs.

12. MAINTENANCE AND SANITATION

- 12.1 Contractor shall provide daily housekeeping, custodial, cleaning maintenance, and sanitation service, to the satisfaction of the University, for all University Bookstore areas and offices and the equipment and supplies necessary to accomplish same. This shall include, but not be limited to, retail sales area, receiving and dock area, storage, trash and garbage areas, service areas, walls, ceilings, windows, vents, floors, display equipment, movable fixtures, furniture, and equipment in all above areas.
- 12.2 Contractor shall be responsible for the trash receptacles outside facility and the frequent movement of all trash and garbage to a trash removal receptacle provided by the University on a cost reimbursable basis.
- 12.3 University shall arrange at the Contractor's expense for the removal of trash from the trash removal receptacle.
- 12.4 Contractor shall adhere to the highest standards of cleanliness and sanitary practices to insure continual sanitation in all functions and matters related to the execution of the terms of the contract. Contractor's actions with respect to the above shall be in accordance with Madison County Health Department regulations and standards.
- 12.5 Contractor shall be responsible for the cost of and for providing for the proper maintenance and repair of the University owned movable equipment, office furniture, office equipment, and any other equipment, including repair parts and supplies; that are provided by the University and that is currently used in the University Bookstore.
- 12.6 Contractor shall be responsible for the cost of and for providing for the proper maintenance and repair of Contractor owned movable fixtures, furniture, and equipment, including related repair parts and supplies.
- 12.7 Contractor shall be responsible for the cost of and for providing for the proper maintenance and repair of University owned movable fixtures, furniture, and equipment located at any rented warehouse facility, including repair parts and supplies.
- 12.8 Contractor shall be responsible for normal, wear and tear type maintenance and repairs such as, but not limited to, painting, light bulb or lamp replacements, ceiling tile replacements, wall treatments, window treatments, etc.
- 12.9 Contractor shall be responsible for any pest control and extermination services necessary on a periodic basis in order to maintain sanitary standards and cleanliness. In the event the University is dissatisfied with Contractor's efforts to keep all areas free from insects, pests, roaches, etc., the University reserves the right to take such steps as necessary to correct any problem of this nature, at the Contractor's expense.
- 12.10 The University will only be responsible for major structural repairs to the University space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees. If such repairs are required as a result of the actions of the Contractor, its agents or employees, the cost of repairs shall be borne by the Contractor. Such repairs will be made, as the University should decide, either by the University or by an independent Contractor. The university, through its authorized representatives, reserves the right to enter the University

Bookstore for purposes of inspecting the same or of making repairs, alterations, and additions thereto or to other parts of the building in which the University Bookstore is located.

13. SAFETY AND HEALTH

- 13.1 Contract shall comply with the Occupational Safety and Health Act (OSHA) standards or the applicable standards promulgated under said Act.
- 13.2 Contractor shall take reasonable and proper care and shall use and maintain facilities and equipment under its care, custody, and control in a manner which shall not cause violation of said act or its applicable standards; including reporting and record keeping requirements of said Act.
- 13.3 Should Contractor provide a capital investment program for the performance of this contract, such capital investment program shall be free of conditions, which violate OSJA or its applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Act, such action shall be the responsibility of the Contractor. Should a determination be required as to whether a specific condition violates said Act, such determination shall be made by a competent safety engineer or safety consultant.
- 13.4 Should Contractor furnish equipment for the performance of this contract, such equipment shall be free of conditions, which violate OSHA or its applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Act, such action shall be the responsibility of Contractor.
- 13.5 Contractor shall comply with and conform to all applicable fire and public safety laws, regulations, ordinances, code requirements, as well as the University's own regulations.

14. SECURITY AND ILLEGAL ACTS

- 14.1 Contractor shall be responsible for the securing of all monies and for armored vehicle delivery services that he deems prudent and necessary
- 14.2 Contractor shall be responsible for the cost of contracted security personnel, that he deems prudent and necessary, to be on duty in the University Bookstore.
- 14.3 The key control system for the University Bookstore shall remain under the Contractor key control system coordinated by the University's Physical Facilities Lock Shop. However, the Contractor shall exercise control over the distribution of keys to University Bookstore space shall be provided to a designated official of the University and to, the University Police Department for use in emergency responses only
- 14.4 If Contractor observes or suspects that an individual(s) is committing acts of property damage, theft of merchandise or money, or fraudulent acts with respect to the University Bookstore operation; Contractor shall refer such matters to the University's Police Department.
- 14.5 Contractor shall not have University students arrested by public authorities or prosecuted without prior consultation with the University and without the prior authorization of the University's Vice President for Student Affairs. If the decision is not to have the student arrested by public authorities, the University's internal student disciplinary system will be utilized to adjudicate the matter.
- 14.6 Contractor shall not have other individuals arrested by public authorities or prosecuted without prior consultation with and prior authorization of the University's Police Department.

- 14.7 Contractor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the University should reasonably request and, if the University should so request shall cooperate with the University in the University's prosecution of such individuals.

15. INSURANCE

- 15.1 Throughout the term of the contract, the Contractor shall carry and pay the premium for Comprehensive General Bodily Injury and Property Damage Liability Insurance including, but not limited to products liability and personal injury liability coverage, with such policies of insurance in companies and limits satisfactory to the University as will protect the State of Alabama; its Board of Trustees, the University officers, employees, and agents; individually and collectively, and the Contractor from Worker's Compensation claims and from any other claims for damages to property or for bodily injury, including death, which may arise from or in connection with the operations under this contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed.
- 15.2 The limits of the insurance coverage listed above in Paragraph 15.1 shall be at least \$3,000,000 per occurrence.

INSURANCE SCHEDULE

POLICY		MINIMUM LIMITS
a.	Worker's Compensation	Statutory
b.	*Comprehensive General Liability	
	1. Bodily Injury Liability	\$ 500,000 Each Person \$1,000,000 Each Occurrence
	2. Property Damage Liability	\$100,000 Each Occurrence
c.	**Excess Umbrella Liability	
	Combined Single Limit Body Injury and/or Property Damage	\$ 500,000 Each Occurrence \$1,000,000 Aggregate
* Comprehensive Liability to include but not be limited to:		
	1. Premises and Operations Liability	
	2. Products Liability	
	** Excess of above indicated Underling Insurance subject to a \$25,000 self-insured retention on uninsured perils.	

All insurance shall be written with companies authorized to do business in the State of Alabama and with a rating of A+ in Best's.

- 15.4 Prior to commencement of the contract, the Contractor shall deliver certificates of insurance evidencing such policy or policies to the University's Purchasing Director. These certificates of insurance are to contain the endorsements set forth in Paragraphs 15.5, 15.6, 15.7 and 15.8 below.
- 15.5 "HOLD HARMLESS" Clause (with statement on the certificate that these endorsements are insured by the policy(s)).

The Contractor assumes the liability for all losses,, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death) or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Contractor, his subcontractors, and their agents, servants, and employees, including losses, expenses, or damages sustained by the University. The Contractor hereby undertakes and agrees to indemnify and hold harmless the State of Alabama, the University; Board of Trustees, officers, employees, and agents; individually and collectively, from any and all such losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage (including loss of use), shall pay all damages, judgments, costs, and expenses, including attorney's fees in connection with said demands and claims resulting there from. However, Contractor does not assume liability for nor indemnify University against any such losses resulting from the sole negligence of University or its employees or agents.

15.6 "CANCELLATION" CLAUSE

The policies of insurance covered by this certificate will not be allowed to expire, be canceled or terminated prior to their maturity date unless there shall be given no less than thirty (30) days prior written notice by Registered Mail to the University's Director of Purchasing.

15.7 "WAIVER" CLAUSE

The Comprehensive General Liability insurance certificate shall contain a statement from the insurer that for the Contract they waive the care, custody, or control exclusion.

15.8 "ADDITIONAL INSURED" CLAUSE

The State of Alabama, the University, the Board of Trustees, and its employees shall be listed as an additional named insured on all policies, but only with respect to operations of Contractor under the contract.

15.9 Contractor shall at his sole expense cause to be issued and shall maintain during the term of the contract, a policy of insurance insuring all of the Contractor's furniture, fixtures, equipment, and inventory located in, on or upon the premises against loss or damage by fire, lightning, windstorm, hail, explosions, riot, civil commotion, aircraft, vehicle, smoke and other such hazards and contingencies as the university may designate.

Such a policy shall be for an amount not less than the replacement cost of such items. Prior to the commencement of the contract, the Contractor shall deliver certificates of insurance evidencing such policy to the University's Director of Purchasing.

15.10 The procuring of the insurance required under the contract shall not relieve the Contractor of any obligation or liability assumed under this contract, including specifically the Indemnification Agreement that follows in Paragraph 15.11. The Contractor may carry at his own expense such additional insurance, as he may deem necessary. The Contractor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Contractor's operations within the scope provided for under the contract, and shall cooperate with the insurance carrier in all litigated claims and demands, arising from said operations, which the insurance carrier or carriers are called upon to adjust or resist.

15.11 Indemnification Agreement: Contractor shall indemnify and hold harmless the State of Alabama, the University; and Board of Trustees, officers, employees, and agents; individually and collectively, from any and all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death) or damages or alleged damage to property, sustained or alleged to have been sustained in connection

with or to have arisen out of the performance of the work by the Contractor, his subcontractors, and their agents, servants, and employees, including losses, expenses, or damages sustained by the University. The Contractor shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage (including loss of use), and shall pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting there from. The University shall indemnify and hold harmless the Contractor; its officers, employees, and agents; against any and all such losses, damages, expenses, and claims resulting from the sole negligence of the University, the State of Alabama, or Board of Trustees, officers, employees, and agents.

- 15.12 In the event that the Contractor shall fail to maintain and keep in force Comprehensive General Bodily Injury and Property Damage Liability Insurance, Worker's Compensation coverage, and Automobile Liability Insurance, and other insurance coverage, as herein above provide, the University shall have the right to cancel and terminate the contract forthwith and without notice.
- 15.13 Contractor shall do nothing in the University Bookstore, which will adversely affect the University in any way, including 'insurance premiums and liability.

16 LAWS AND REGULATIONS

Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. University agrees to provide all cooperation reasonably necessary for such compliance. In addition, Contractor shall also comply with all University policies and regulations as may currently and/or in the future pertain to service under the contract. These laws, ordinances, regulations, and policies shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

17. LICENSES, PERMITS, AND TAXES

- 17.1 Contract shall secure and pay for all federal, state, and local licenses and permits required for the University Bookstore operations provided for herein. The University will cooperate with Contractor in obtaining all licenses and permits and will execute such documents, as shall be reasonable necessary or appropriate for such purposes. Contractor shall pay for any and all taxes and assessments attributable to the operation of the University Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

18. PURCHASE OF INVENTORY

- 18.1 Prior to the commencement of the contract, an entire physical inventory shall be taken. This physical inventory shall be conducted by an independent firm acceptable to the University and employed for this task at the Contractor's cost. Both the University and the Contractor may have representatives present to audit and review the entire process. The independent firm shall use a three-part carbon form or make two certified xerographic copies for each item indicating location, description, quantity, cost, and selling price. These forms shall be preprinted with numerical sequence control numbers, and all forms shall be accounted for. One copy of each completed form shall be for the University and one copy for the Contractor. The third copy shall remain with each item counted until such time as full verification has been made at the discretion of the University's representatives. Any merchandise on consignment shall be set aside, properly marked, and inventoried separately. Upon completion of the entire physical inventory, the independent firm shall provide certified copies of the inventory valuation to the University and the Contractor.
- 18.2 The University Bookstore will be closed for the physical inventory and inventory valuation and will remain closed until the inventory and purchase agreement has been concluded, or for six days, whichever period is shorter. No merchandise will be received in the University Bookstore or taken from the University Bookstore during this period. Based on the contract starting date, coupled with

the past practice of the University Bookstore in conducting the annual inventory process during the last few days of the month of September each year; this same approximate schedule will be followed, with the University to establish the exact dates.

18.3 NEW TEXTBOOKS

All new textbooks on hand at the time of inventory that are to be formally adopted for the current or ensuing semester, regardless of the date of purchase, shall be purchased by the Contractor at the University's cost, as specified on the publisher's most recent invoices to the University.

All excess new textbooks not adopted for the next semester and not accepted for return shall be purchased by the Contractor at the then current wholesale price plus a premium of 25% of the wholesale price. In determining excess adopted textbooks, new texts shall take preference over used.

18.4 USED TEXTBOOKS

All used textbooks on hand at the time of inventory that are formally adopted for the current or ensuing semester, regardless of date of purchase, shall be purchased by the Contractor at the University's selling price less 33 1/3%.

All excess used textbooks shall be purchased by the Contractor at the then current wholesale price plus a premium of 25% of the wholesale price. Contractor shall maintain Used to New Book sales of 26% or better.

18.5 TRADE, PAPERBACK, TECHNICAL, REFERENCE BOOKS

All such books either clean, saleable condition, or fully returnable to the publisher or source, shall be purchased by the Contractor at the University's cost as specified on the publisher's or other source's most recent invoice to the University.

18.6 SCHOOL SUPPLIES

All school supplies in either clean, or saleable condition, shall be purchased by the Contractor at the University's cost.

18.7 MISCELLANEOUS MERCHANDISE

All other items of merchandise in either clean, or saleable condition, shall be purchased by the Contractor at the University's cost.

18.8 STORE SUPPLIES

All existing University Bookstore store supplies, that can be consumed by the Contractor in his operation of the University Bookstore and are not offered for resale, shall be purchased by the Contractor at the University's cost.

18.9 The Contractor shall purchase all existing University Bookstore store inventory, at the cost paid by the incumbent Contractor (Follett) to obtain the inventory. The negotiated cost and acquisition must relinquish the University from any indebtedness for supplies, to incumbent (Follett).

18.9 Contractor shall give joint notice to all University Bookstore vendors of the change in operation of the University Bookstore by a mailing at Contractor's expense.

18.10 Contractor shall clearly indicate in his proposal if he will agree to all inventory purchase specifications cited by the University throughout Paragraph 18.

- 18.12 Contractor, at his discretion, may indicate in his proposal an alternate inventory purchase proposal if such alternate proposal would result in a larger inventory purchase price paid to the University or current bookstore Contractor.
- 18.13 In the case the Contractor purchases inventory currently in the University Bookstore, the Contractor shall make full payment to the University for the entire merchandise with the exception of any items of merchandise whose value is in dispute, within thirty (30) days following the completion of the physical inventory and inventory valuation process.
- 18.14 In the case the Contractor purchases inventory from the University, Contractor shall make full payment to the University for the items of merchandise whose value is in dispute within thirty (30) days following the resolution of such dispute. Both parties acknowledge that they are entering into a contract that requires understanding and cooperation of the part of both parties. The University's expectation is that any disputes with respect to the value of items of merchandise will be resolved by compromise by May 30 2021.
- 18.15 Contractor may propose an alternate payment schedule(s). The University shall evaluate and consider any such alternate payment schedules submitted with respect to present value calculations, the effect that such alternate(s) may have on the Contractor's capital investment proposal, and the effect that such alternate(s) may have on the commission percentage return and the guaranteed minimum annual commission return.
- 18.16 Contractor must insure that he is in compliance with the insurance provision in Paragraph 15.9 as these provisions specifically relate to the merchandise inventory, prior to the commencement of the contract and his taking title to said merchandise.
- 18.17 During the term of the contract, the Contractor shall provide the University with a certified copy of the Contractor's annual inventory valuation.
- 18.18 Upon the termination of the contract and any extensions and subsequent contracts immediately following the original contract, the University will have the option but not the obligation to repurchase the Contractor's inventory at Contractors' acquisition cost, which shall be determined on the same basis as stated above. This same option but not the obligation shall also be extended to another Contractor whom the University may enter into contract with following the termination of the contract and any extensions thereof with the incumbent Contractor.
- 18.19 As an exception to Paragraph 18.19 above, the University, or its agent, shall be obligated to repurchase all emblematic goods, materials, and supplies that are unique to the University. This repurchase of these items unique to the University shall be limited to such quantities of said items that the University deems as reasonable for the Contractor to have on hand and which are in a clean, merchantable condition.

19. ACCOUNTING RECORDS, ACCESS, AUDITING, PERIODS, AND REPORTS

- 19.1 Contractor shall maintain complete and accurate accounts and records in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the University Bookstore operations provided under the terms of the contract in an office located on campus or must promptly deliver these to the University upon request or demand. All such accounts and records shall be retained by the Contractor for a period of five (5) years from the close of each year's operation and may be inspected, reviewed, or audited by a staff member from the Alabama State Examiners of Public Account's Office, University Auditor's Office, or the University's independent auditor at any time during regular working hours with or without prior notice. The Contractor shall provide supporting statement documentation such as, but not limited to cost of goods invoices, payroll cost breakdowns, other operation expense invoices, cash register tapes and revenue receipts, if requested by the University.

- 19.2 Contractor shall provide the University Bookstore Liaison with a complete and detailed operating statement for each month of the University Bookstore's July through June fiscal year. The operating statement for each monthly period and cumulative year-to-date information shall be in a format, which is mutually agreeable to the University and Contractor. These shall be submitted no later than thirty (30) days following the close of that particular monthly accounting period. If the University should so request representatives of the Contractor shall review all such operating statements and related records with University representatives.
- 19.3 After the final closing of each July through June fiscal year of operation, Contractor shall provide the University Bookstore Liaison an audited year end operating statement prepared by an independent certified public accounting firm acceptable to the University. Such certified public accounting firm shall also certify the accuracy of the total commission payment to the University for each fiscal year of operation.
- 19.4 All cash registers or point of sale equipment utilized by the Contractor in the University Bookstore shall have non-changeable grand totals.
- 19.5 The breakdown of operational income and expense line items shall, at a minimum, be in the same general format and contain the same general degree of detail as included in the following:
- A. Sales: (less applicable sales taxes, refunds, returns, and authorized at cost sales)
- New Textbooks
 - Used Textbooks
 - Trade books
 - Electronic Textbooks
 - Supplies
 - Clothing
 - Gifts
 - Candy and Snacks
 - Cards
 - Drugs and Film
 - Magazines and Subscriptions
 - Other Miscellaneous Sales
- Total Net Sales Income
- B. Cost of Goods Sold:
- New Textbooks
 - Used Textbooks
 - Electronic Textbooks
 - Trade books
 - Supplies
 - Clothing
 - Gifts
 - Candy and Snacks
 - Cards
 - Drugs and Film
 - Magazines and Subscriptions
 - Other Miscellaneous Goods
 - Freight In
 - Freight Out
- Total Cost of Goods Sold
Cost of Goods Sold as a % of Sales

Gross Profit
Gross Profit as a % of Sales

C. Operating Expenses:

Personnel Costs:

Salaries (Management Staff)
Salaries (Non-Management Staff)
Fringe Benefits (Management Staff)
Fringe Benefits (Non-Management Staff)
Student Wages
Contracted Personnel
Payroll Taxes
Workers Compensation Insurance
Miscellaneous Personnel Services
Total Personnel Costs
Personnel Costs as a % of Sales

Other Operating Expenses:

Office Supplies
Store Supplies
Travel
Communications
Advertising, Promotions, and Marketing
Printing
Duplicating
Telephones
Postage
Maintenance and Repairs
Purchased Electric (Warehouse)
Facility Rental (Warehouse)
Insurance
Computer Costs
Equipment Rentals
Cash Over and Short
Collection Expense
Credit Card Charges
Equipment Depreciation
Capital Investment Amortization
Vehicle Expenses
Armored Vehicle Services
Licenses and Permits
Taxes
Other Miscellaneous Operating Expenses

Total Other Operating Expenses
Other Operating Expenses as a % of Sales

Total Operating Expenses
Operating Expenses as a % of Sales

D. Commission Return to University:

Commission Return as a % of Sales

E. Contractor's Corporate Overhead or Administrative Fee:

Overhead or Fee as a % of Sales

F. Total Expenses

G. Interest Income:

H. Net Profit:

Total Expenses as a % of Sales

Net Profit as a % of Sales

19.6 In addition to the University's right of access to the financial operating records of the types and in the format and detail indicated above in Paragraphs 19.1, 19.2, 19.3, 19.4, and 19.5, the University shall also have the right of access to other statistical data and records including, but not necessarily be limited to, the following:

a. Average number of transactions per day.

b. Average transaction size.

c. Selling prices of all merchandise items versus cost price of same.

19.7 University shall have access to all such information indicated in Paragraphs 19.1, 19.2, 19.3, 19.4, 19.5, and 19.6 above and shall not be restricted in the use thereof in the event that the Contract is terminated or is put out for bid by the University.

19.8 All computer programs and data generated from same that do not interfere or prevent the University's right of access to the records and data in Paragraphs 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, and 19.7 above, relative to or utilized in Contractor's operation of the University Bookstore shall be the property of Contractor and shall be confidential. University agrees to keep, to the extent permitted by law, such information confidential and shall so instruct its employees and agents.

20. COMMISSION PAYMENT AND FINANCIAL ARRANGEMENTS:

20.1 As used herein, "gross sales" shall mean all revenues from sales of the Contractor (including sales of any assignee, subcontractor, concessional or license of Contractor) based upon all business conducted in or from the University Bookstore, whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amount received from the sale of goods, wares and merchandise, including tangible property of every kind and nature, promotional and otherwise and for services performed from or at the University Bookstore, together with the amount of all orders be filled from the University Bookstore, together with the amount of all orders taken or received at the University Bookstore, whether such orders be filled from the University Bookstore or elsewhere. There shall be deducted from gross sales the price of merchandise returned by customers for exchange, provided that such merchandise shall have been previously included gross sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Gross sales shall not include the amount of any sales tax imposed by any federal, state, and municipal or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and actually paid by the Contractor to such governmental authority. Gross sales shall not include the discounted sales to budget units of the University as specified in Paragraph 2.27. Gross sales shall not include sales of merchandise at Contractor's cost to the University or to its, student organizations, subject to the prior authorization of the University Liaison and on an exceptional basis only. Each charge or sale upon credit shall be treated as a sale

- for the full price in the month during such charge or sale shall be made, irrespective of the time when the Contractor shall receive payment (whether full or partial) therefore.
- 20.2 As used herein, "net sales" shall mean the gross sales as defined above in Paragraph 20.1 less the exclusions and deductions as also defined above in Paragraph 20. 1.
- 20.3 Contractor shall pay to the University a commission percentage on net sales as defined above in Paragraph 20.2. Contractor shall specify this commission percentage in the Contractor's proposal. Further, Contractor shall guarantee a minimum amount that shall be paid annually to the university in the event that the above commission percentage does not produce this minimum amount. Contractor shall specify this minimum annual guaranteed amount in the Contractor's proposal.
- 20.4 Within thirty (30) days following the last day of each monthly accounting period, Contractor shall submit to the University a detailed operating statement, as defined in Paragraphs 19.2 and 19.5, for that month along with a check for one-twelfth (1/12) of the minimum annual guaranteed commission amount.
- 20.5 If the total annual commission percentage on net sales to be paid to the University for a contract year exceeds the minimum annual guaranteed amount, the Contractor shall pay to the University such additional amount due, in order to equal the total annual commission percentage on net sales required in the contract.
- 20.6 Such additional amount due shall be paid to the University within thirty (30) days following the end of the contract year.
- 20.7 On termination or expiration of the contract, commissions shall be paid to the University on sales up to the final day the University Bookstore is operated under the contract. The minimum annual guaranteed amount and commission percentage commission due to the University for any portion of a contract year shall be calculated on a prorated basis.
- 20.8 Any other amounts owed the University by the Contractor shall be paid within thirty (30) days after receipt of the invoice.
- 20.9 University may charge the Contractor interest on all above outstanding receivables thirty (30) days past due at the greater of (1) one percent (1%) per month or (2) the highest amount allowed by applicable state law. All such amounts shall be calculated monthly and shall be due and owing in the same manner and at the same time as payments hereunder.
- 20.10 Contractor shall bill the University directly for all University Bookstore purchases and services provided for University departments, offices, and University funded student organizations and the University shall pay Contractor within thirty (30) days after receipt of the invoice. Purchases must be obtained by Purchase Order from the University.
- 20.11 University shall be responsible for collecting all receivables from University departments, offices, and University funded student organizations subject to the Contractor's timely notification to the University of such outstanding receivables.
- 20.12 The collection of payments, either directly at the time of sale or through charges or invoices, from the sale of all University Bookstore merchandise and services to individual University students, faculty, and staff for their personal use, and to any other non-University customers shall be the sole responsibility of the Contractor.
- 20.13 Contractor shall be responsible for the collection of all receivables from the sales to the individuals and other customers indicated in Paragraph 20.12 above.
- 20.14 Any changes in the commission payments and financial arrangements contained in Paragraph 20

and in any other paragraphs of the contract must be approved by the University Chief Fiscal Officer and shall be continued in writing and made part of the contract.

21. CAPITAL INVESTMENT

- 21.1 In addition to the commission return (as a percentage of net sales) versus the guaranteed annual minimum amount that the Contractor proposes to pay to the University, the Contractor, at his discretion, may also offer to make a capital investment for a project(s) which will enhance the University Bookstore services provided or the University Bookstore facilities.
- 21.2 If the Contractor does propose any such capital investment program, he shall include a description of any such plan (s), the dollar amount of this investment, and the basis for the cost estimates of same.
- 21.3 Contractor agrees that at the end of this two (2) year contract, the capital investments indicated in Paragraphs 21.1 and 21.2 will have been fully amortized and shall become the property of the University.
- 21.4 Contractor agrees that should this contract be terminated for any reason by the University, the unamortized portion of these capital investments shall be repaid to the Contractor provided that the Contractor has maintained adequate records thereof and can satisfy the University that such investments have in fact been made,
- 21.5 Contractor agrees that the extent and nature of any above capital investment and scheduling of same shall be mutually agreed upon with the University.
- 21.6 After the completion of capital investment project (s) Contractor shall provide the University with the actual cost of the project (s) and sufficient supporting documentation to justify this actual cost.

22. CONTRACT, TERM, CANCELLATION, TERMINATION. REQUIREMENTS, ADDITIONS, ADJUSTMENTS, AND ASSIGNMENT

- 22.1 The contract shall commence on July 1, 2021 and continue for a period of two (2) years ending on July 1, 2023.
- 22.2 In the event that the Contractor breaches any of the terms and provisions of the contract, the University reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by registered or certified mail to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described performance or condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the University may procure the services described herein from other sources, and may hold the Contractor responsible for any and all excess costs or for any and all losses occasioned thereby.
- 22.3 The University may, at any time during the period of the contract, terminate the contract by giving ninety (90) days notice in writing of its intention to do so, by registered or certified mail to the contractor,
- 22.4 If, during the term of this contract, the Contractor should be adjudged bankrupt, become insolvent, make a general assignment for the benefit of creditors, cease conducting business in the normal course, suffer or permit the appointment of a receiver for its business or assets, or shall otherwise become the subject of proceedings under the Federal Bankruptcy Act or any other statute of any state relative to insolvency or protection of rights of creditors, then the University may at its' sole option issue a written notice of termination of the contract by registered or certified mail to the Contractor and may terminate the contract immediately and without further notice.

- 22.5 The failure of either the Contractor or the University to insist upon strict performance of any of the terms or conditions of this contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and the same shall be and shall remain in full force and effect.
- 22.6 If either party is prevented from performing under the contract because of fire, explosion, water, civil disorders, labor disputes, vandalism, acts of God, energy related closing, other casualties, or other disturbances beyond the control of either of the parties, the disruptions shall not be considered a default of the terms of the contract.
- 22.7 Either party to the contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and contract amended to include same.
- 22.8 More specifically, if it is deemed to be of mutual benefit to both the University and the Contractor, both parties can mutually agree to extend the contract beyond the original two (2) year period.
- 22.9 Neither party shall assign nor transfer the contract or any part of same nor enter into any subcontracts for services under this contract without the prior written approval of the other party.
- 22.10 It is understood and agreed that such items relative to the University Bookstore operation which are not herein covered may be added to or excluded from the contract by the University without voiding in any manner the provisions of the contract. Such additional or deleted coverage shall be furnished to the University by the Contractor with such additional consideration as it necessary to make it legally enforceable.
- 22.11 The Contractor is providing the services described herein as an independent Contractor of the University, not as the University's agent or representative. The Contractor shall not, in any manner, use the credit or the name if the University in connection with its business or affairs except as specifically authorized in the contract or as approved prior to such use by the University. Further, the Contractor shall purchase merchandise and sign contracts in its own name and sole credit and shall promptly make full payment thereon, in accordance with the terms of purchase.
- 22.12 Upon the execution of the contract, the Contractor must deliver to the University an executed standard Performance Bond, with approved surety, payable to the University, in the amount of the minimum annual guaranteed commission for the first year of the contract. It is understood that the Bond shall be guarantee for the faithful performance by the Contractor of its obligations now or hereafter contained in the contract. The sureties of all bonds shall be of such security company or companies as are reasonably approved by the University and are authorized to transact business in the State of Alabama. No contract shall be deemed in effect until the Bond has been approved by the University. Said Performance Bond shall remain in effect throughout the term of the contract, any extensions thereof, and for at least ninety (90) days after termination of the contract in any reserves the right of final determination as to whether such alternative is acceptable in lieu of the performance bond.
- 22.13 Contractor shall agree not to own in total or any part, or have any interest in, or operate a bookstore business in the metropolitan area for the purpose of selling new textbooks, used textbooks, or trade books to the University's students in competition with Alabama A&M University for at least one (1) year following termination or expiration of the contract and any extensions thereof.
- 22.14 Headings used in the contract are for reference purposes only and shall not be considered to be a substantive part of the contract.
- 22.15 Upon the commencement of the contract, the Contractor and the University shall perform an

inventory of the University's furniture and equipment, which will be used by the Contractor in the University Bookstore. The inventory will note the condition of the furniture and equipment, as agreed upon by the University and the Contractor. The Contractor shall not remove any University-owned furniture and equipment without the approval and consent of the University.

- 22.16 Upon the termination of the contract, the University and the Contractor shall perform an inventory of the University's furniture and equipment used by the Contractor in the University Bookstore. The Contractor shall pay the University for furniture and equipment which has been lost or damaged in excess of ordinary wear and tear. Such payment shall be made within thirty (30) days after the date of the contract's termination.
- 22.17 Upon the termination of the contract, the University will have the option but not the obligation to repurchase University Bookstore merchandise inventories then on hand from the Contractor upon the terms as described in Paragraph 18. The University, or its agent shall comply with Paragraph 18.21.
- 22.18 Not later than the date of termination of the contract or on a date agreeable to the University, the Contractor will remove from the University premises all of its equipment and furniture, and all merchandise inventories not purchased by the University as described above. Contractor shall at his sole expense repair any damage to the University's premises caused by such removal. If the Contractor should fail to remove such property from the University's premises, the University may move such property into storage and charge the Contractor for the costs of such move and storage. The University shall have no liability to the Contractor for any property lost or damaged as a result of such move or storage.
- 22.19 The contract shall be deemed to have been executed and entered into within the State of Alabama and any contract disputes arising hereunder shall be governed in accordance with the laws of the State of Alabama.
- 22.20 If any term or provision of the contract shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of the contract shall remain in full force and effect and such term or provision shall be deemed stricken.

23. OFFICIAL NOTICES

- 23.1 All official notices to the University under this contract shall be in writing and shall be delivered by registered or certified mail to:

VP of Student Affairs
Alabama A&M University
Rm 205 Patton Hall
Normal, Alabama 35762

- 23.2 All official notices to the Contractor under this contract shall be in writing and shall be delivered by registered or certified mail.

24. MISCELLANEOUS

- 24.1 Contractor shall give preference to local vendors whenever practical and cost effective in purchasing merchandise.
- 24.2 Contractor shall be knowledgeable about changing college and university bookstore trends, new marketing ideas, new merchandise items, and changes evolving throughout the general bookstore industry. Contractor shall incorporate programs of action in response to these changes and trends into the University Bookstore operation and services, as deemed applicable to the college and university bookstore market segment.

- 24.3 Subject to the prior approval of the University, Contractor may utilize some specific University services, at the same cost that University departments are billed for such services.
- 24.4 University is only responsible for the costs specified as University costs and contained herein. All other costs, relative to the Contractor's operation of the University Bookstore and Contractor's performance under the terms contained herein shall be in Contractor's responsibility.

SECTION THREE APPENDICES

I. Academic Calendar: **2021-2022, 2022-2023**

Link: <https://www.aamu.edu/about/administrative-offices/academic-affairs/academic-calendar-listing.html?tag=&page=1>

II. The Campus Map can be viewed at the following link:

<https://www.aamu.edu/about/visit-us/campus-map.html>

**The current University Bookstore is located at the Ralph Lee Center across from the Walter S. Buchanan*

***The newly anticipated “Books on the Go” operation will be located in the new Welcome Center which is in its construction phase. This location will be between Chase Rd. and Whitney Ave. (see the grass lot on the map) Opening is scheduled for Fall 2022.*

III. University Bookstore Financials

University Bookstore Financial Data

AAMU Bookstore #1202	FY17	FY18	FY19
Used Text	\$231,956	\$243,240	\$181,973
New Text	\$1,064,008	\$913,640	\$676,557
Digital Format Text	\$6,603	\$45,288	\$254,014
Text - Rentals	\$108,601	\$116,974	\$77,954
Trade	\$20,562	\$30,131	\$28,479
Supplies	\$23,295	\$30,174	\$43,683
Clothing	\$154,779	\$164,906	\$198,924
Gifts	\$27,929	\$27,645	\$33,350
Convenience	\$78,023	\$72,887	\$88,100
Computers	\$57,258	\$148,690	\$290,729
Total Revenue	\$1,773,015	\$1,793,576	\$1,873,762

IV. University Website: Alabama A&M University

Link: WWW.AAMU.EDU



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) to provide labor, supplies, or services for Alabama A&M University pursuant to contracts which are required by law to be publically bid.

NOTICE (RFP)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* as amended (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with Alabama A&M University (the "University"). As a condition for the award of a contract which is required by law to be publically bid, and as a term and condition of the contract with the University, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Such business entity or employer shall provide a copy of documentation establishing that the business entity or employer is enrolled in the E-Verify program. ***A response to this RFP which does not include the required proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

In addition to providing proof of E-Verify enrollment, contractor must agree to the following clause which must be included any contract which is awarded through the bid process.

"By signing this contract, the contracting parties affirm, for the duration of this 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."

The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with this Act, and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits.

REQUIRED FORM to be included:

State of Alabama Disclosure Statement (Required by Act 2001-955)

Form Link:

<https://www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf>