



1900 Highway 31 South
Bay Minette, AL 36507

Bid Invitation # 2023-0001

STATE OF ALABAMA

COUNTY OF BALDWIN

Notice Is Hereby Given that Coastal Alabama Community College, an institution of higher education under the direction and control of the “Alabama Community College System Board of Trustees” will receive and open bids on the 3rd of May, 2023, at 9:00 a.m., in the office of the Chief Financial Officer on the Bay Minette campus of Coastal Alabama Community College for the service of:

for Coastal Alabama Community College Bookstore Management Services

1900 Highway 31 South Bay Minette, AL 36507

This invitation package consists of 50 pages. Bidders should verify they have received all pages as indicated.

GENERAL BID INFORMATION

Bidders should carefully read all parts of the invitation package with its accompanying schedules and attachments, if any.

Brand names, model numbers, catalog numbers, etc., are used to indicate levels of quality. If bidders are unable to furnish an item as specified and desire to offer a substitute: (1) Give a full description of the item (2) Submit color brochures or pictures of the item. A sample or a field demonstration of the substituted item may be required by the college after bid opening and before bid award.

Note that specific brand names and model numbers can be specified and required for instructional items (no substitutions allowed).

When brand names or catalog numbers are not stated by the bidder, it is understood the offer is exactly as specified.

CONTACT INFORMATION

Bidders desiring further information or interpretation of plans or specifications must make requests in writing 7 days prior to the date of the bid opening:

Tonya Banks
Purchasing Agent
Coastal Alabama Community College
1900 Highway 31 South
Bay Minette, Alabama 36507
Telephone: (251) 580-4912
Email: Tonya.Banks@coastalalabama.edu

SUBMIT SEALED BID PROPOSALS TO:

Bid Number: 2023-0001
ATTN: Jessica Davis
Chief Financial Officer
Coastal Alabama Community College
1900 Highway 31 South
Bay Minette, Alabama 36507

Answers to all such requests will be given to all recorded bidders.



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PREPARING AND SUBMITTING THE BID

All bids shall be sealed when received. Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery services must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.

Bids must be received prior to the bid opening date and time. Late bids will not be considered.

All bid information submitted shall be entered in ink, type written or computer generated in the appropriate space on the forms. An authorized company representative must sign the bid in ink.

Bid prices are not to include tax. Tax exemption certificates will be furnished on request.

All applicable shipping and handling costs must be included in the pricing submitted with the bid.

Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.

Bids are to be submitted on forms provided, completed fully, and notarized.

Specify all terms and conditions of the warranties associated with equipment, materials, supplies and labor when applicable.

BID EVALUATION AND AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission (s) of the herein stated requirements may be cause for rejection of the bid (s) submitted, solely as determined by Coastal Alabama Community College.

The College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the College. Bids will be awarded in a manner which appears to be in the best interest of the College. Awards may be issued to multiple bidders.

Bid prices must be good for at least ninety (90) days. Although a certain number of items may be specified for initial purchase, the College reserves the right to purchase additional items as bid within three (3) years of bid opening as long as there are no changes in specifications and/or pricing of materials, supplies, equipment or contractual services.

No errors in bids may be corrected after bids are opened.

Length of time involving delivery and/or installation of items may be a determining factor in awarding the bid. Specify delivery and installation time involved. Installation costs are to be listed separate from equipment costs.

The responsibility of determining the acceptability of any products offered rests solely with the College.

Contractual services awarded to vendors may not be subcontracted to other vendors without the College's express approval.

Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.

Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.

The College will not accept prepay terms for the items and services in this bid.

The College reserves the right to study bid(s) as to correctness and to award the bid not more than thirty (30) days after the bid opening.

The successful bidder shall maintain Worker's Compensation, Commercial General Liability and Automobile Liability insurance for the period covered by any award pursuant to this bid in such amounts as deemed acceptable by the College. Bidders will be required to provide Certificates of Insurance to the College in advance of any bid award

LEGAL REQUIREMENTS AND BIDDER QUALIFICATIONS

This proposal is to be made without connection to any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud. Contact initiated by a potential bidder with a College official will be as specifically set out in this invitation. Any other contact with a College official initiated by a potential bidder regarding the bid, between the date of this bid to the date of the bid award shall be deemed as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such contact, at the discretion of Coastal Alabama Community College.

All bidders, to the best of their knowledge and belief, must be in compliance with all applicable federal, Alabama State, county and municipal laws, regulations, resolutions, and ordinances. In particular, if applicable, Title 34, Chapter 8 (dealing with general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement or structure costing \$50,000.00 or more), Title 40, Chapter 12 (dealing with privilege licenses and store licenses), Title 40, Chapter 14 (dealing with permitting, franchise tax and other taxation of corporations conducting business in the state), Title 40, Chapter 23 (dealing with sales and use tax), Title 39, Chapter 1 (dealing with submission of performance bonds, payment bonds and advertising the completion of public works contracts), Title 39, Chapter 3 (dealing with use of domestic products and workmen and laborers who have actually resided in Alabama for two years next preceding such employment on public works contracts), Code of Alabama 1975, as amended; provided, the bidder is not exempted from the above mentioned code sections elsewhere in the codes. All bidders bidding should be prepared to timely submit non-confidential evidence or documentation supporting the fact that they are presently licensed under the applicable code sections, suitable to, and upon request by, Coastal Alabama Community College. Such non-confidential evidence or documentation may be submitted with the bid.

Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.

Successful bidder must provide a copy of current state, county or city business license, general contractor's license or other applicable license as required by law.

All bidders are required to complete a Disclosure Statement. Act. 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts or grant proposals to the State of

Alabama in excess of \$5,000.00. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the College.

Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents and/or federally mandated e-verify documents as appropriate.

Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.

It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

The bidder acknowledges, and agrees that its sole and exclusive remedy for any monetary claim or any claim for which College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Baldwin County, Alabama.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.

As an entity of the State of Alabama, the parties recognize and agree that College cannot and will not agree to indemnify any party to a contract resulting from this bid.

In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.

In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.

In consideration of receiving an award under this invitation to bid, Contractor shall by the acceptance of such award undertake and agree to indemnify, hold harmless and defend College, the Alabama Community College System and the Alabama Community College System Board of Trustees and their respective employees, officers, members, servants, agents, successors and assigns from and against any and all claims, demands, suits, actions, causes of action, damages, costs and expenses, including attorney's fees, for bodily injury, wrongful death, personal injury or property damage in any way arising from, related to, or caused by, in whole or in part, the acts or omissions of Contractor or its agents, employees, officers, servants or contractors.

College reserves the right to purchase according to availability of funds.

The College has the right to cancel any contract, for cause, including, but not limited to, the following:
Revised 05/2019

(1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; and (6) any other breach of contract.

Termination - the College reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

This bid document and all related quotes and materials received from vendors in response to this invitation to bid are considered by Alabama Law to be public records and as such disclosure of any and all materials received in response to this bid are available for public inspection and copying pursuant to Code of Alabama, 1975, Section 36-12-40 et seq.

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557,** they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if certification is false.

Vendors who enter into contracts to supply goods or services to the College must agree to the following nondiscrimination clause:

In executing the contract, the vendor shall not discriminate against any employee or applicant because of race, religion, color, sex, age, handicap, or national origin. The contractor shall take affirmative action to ensure the applicants are employed and that employees are treated without regard to race, religion, color, sex, age, handicap, or national origin. This action will include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training including apprenticeship.

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 this agreement and shall be responsible for all damages resulting there from.

NON RESIDENT BIDDER INFORMATION

For Public Works Contracts, Code of Alabama, 1975, Section 39-3-5 provides as follows:

- (a) In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding

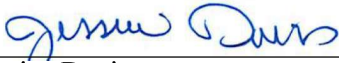
under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident

- (b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.
- (c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p. 348)

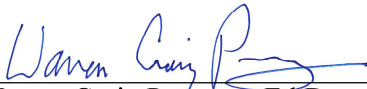
For the purchase of Personal Property or Contractual Services, Code of Alabama, 1975, Section 41-16-27(d) provides as follows:

The purchasing agent in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations.

Done this 1st day of April 2023.



Jessica Davis
Chief Financial Officer
Coastal Alabama Community College



Warren Craig Pouncey, Ed.D.
President
Coastal Alabama Community College

Project Description

Section I: Project Description

Coastal Alabama Community College with nine campuses located in the South, East, and North Counties of Alabama is soliciting Requests for Proposals (RFP's) from qualified and experienced Bookstore Management companies to provide Bookstore Management Services for the main campus located in Bay Minette and eight other campuses located in Fairhope, Gulf Shores, Mobile, Atmore, Brewton, Gilbertown, Monroeville, and Thomasville. The bookstore located in Memorial Hall on the Bay Minette campus was completed in 2012 as was Memorial Hall, a 50,000 square foot facility that houses all student services functions, counseling, financial aid, business office and nine classrooms and instructor offices. This facility is a showcase facility for the College and has achieved LEED Silver Certification. It is one of the finest facilities of its type in the State of Alabama. A more detailed description of the Bookstore is included in the Background Section of this RFP.

In addition to the provisions of Bookstore Management Services, the College will require the awarded vendor to construct, equip and operate a coffee shop or café in a section of the store that will be agreed upon by the vendor and the College. The College expects this addition to the store to provide high quality food and beverage offerings for the College's students, faculty, staff, and guests. Examples of items considered for purchase would be coffee, teas, pastries, sandwiches, soups, and other related items often found in similar Collegiate Bookstore/Café facilities. Vendors should include in their proposals the type of food and beverage offerings they plan for this area of the store.

The College self-operated its Bookstore from when the College began operation in 1965 until 2014. As the College grew to an enrollment of nearly 5,000 students and as many new methods of bookstore merchandising and marketing developed over the past years, the College felt that the time had come to move to outsourcing these services to bookstore industry professionals who can maximize the potential for customer service and satisfaction in this impressive facility.

This RFP consists of six (6) sections:

Section I: Project Description

Section II: Background information on the College and the operations of the Bookstore. Also included in this solicitation packet is the most recent College Catalog and Viewbook, a professionally prepared publication that gives a sense of what Coastal Alabama Community College is all about – Students.

Section III: General Information and Requirements.

Section IV: Specific Requirements of vendors submitting RFP's.

Section V: Legal Requirements associated with the RFP.

Section VI: Required Vendor Forms

The timeline for solicitation, review, award, and implementation of this RFP is relatively short. The College desires to have the awarded vendor selected, construction of the café and all other matters related to the Bookstore complete and operational by the Spring Semester 2024 which begins January 8, 2024.

As stated in other sections of this RFP any questions or requests for information are to be addressed to:

Jessica Davis
Chief Financial Officer
Coastal Alabama Community College
1900 U. S. Highway 31 South
Bay Minette, Alabama 36507

jessica.davis@coastalalabama.edu
251-580-2206/251-580-2207

tonya.banks@coastalalabama.edu
251-580-4912

Section II: Background

1. Institutional History
2. Enrollment Data & Projections
3. Bookstore Facility
4. Revenues & Expenditures History
5. Bookstore Systems
6. Academic Calendar 2022-2023
7. Hours of Operations
8. Pricing & Discount Policies
9. Insurance Requirements

Section II-1: Institutional History

Coastal Alabama Community College, a public two-year institution located in Baldwin County in southwest Alabama, has fourteen campuses located in Bay Minette, Gulf Shores, Fairhope, Foley, Mobile, Atmore, Brewton, Monroeville, Jackson, Gilbertown, and Thomasville. The Bay Minette campus is the administrative campus. The College, which was one of the 13 original two-year colleges created by an act of the Alabama Legislature in 1963, is now under the authority of the Alabama Community College System Board of Trustees. Coastal Alabama Community College is a member of the Alabama Community College System that consists of twenty-one comprehensive community colleges, four technical colleges, and one military institution: extensive workforce development initiatives, including the Alabama Technology Network.

Coastal Alabama Community College has undergone several transitions and name changes in its lifetime. For the first few months of operation, it was called Bay Minette State Junior College, but in early 1966, the State Board of Education named the College William Lowndes Yancey State Junior College in honor of a pre-Civil War statesman and educator. In 1970, the name changed to James H. Faulkner State Junior College to honor Mr. James H. Faulkner, a prominent citizen of Baldwin County. The College name was changed again by the State Board of Education in August 1992, to Faulkner State Community College to reflect its mission and purpose more accurately. On January 11, 2017, the college name changed to Coastal Alabama Community College through the consolidation of Alabama Southern Community College, Faulkner State Community College, and Jefferson Davis Community College.

The former Faulkner State began offering courses at the Fairhope site in 1970, and in 1975, the College added a permanent staff, student services, and expanded offerings of programs and services to the community. The Fairhope Campus has been housed both at the Fairhope High School and at the old Fairhope Library building. In 1987, the present Fairhope site was acquired. Originally the home of the Marietta Johnson School of Organic Education, the Fairhope site was entered in the National Register of Historic Places by the United States Department of Interior on July 1, 1988. In 1985, the College opened a site in Foley and moved to the present Gulf Shores Campus in 1993. The City of Gulf Shores built the facility for the College on land donated by the Meyer family.

The former Alabama Southern Community College was created in 1991 by the merger of two existing colleges in Monroeville and Thomasville. Patrick Henry State Junior College in Monroeville and Hobson State Technical College in Thomasville were both created through Act No. 93 of the Alabama Legislature in 1963. Patrick Henry was accredited initially by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) in December 1970, and Hobson State was accredited initially by the SACS Commission on Occupational Education Institutions in December 1972. The State Board of Education consolidated these two institutions on August 22, 1991, to create Alabama Southern, which was accredited by SACSCOC on June 19, 1992.

The former Jefferson Davis Community College was formed through the consolidation of Jefferson Davis State Junior College and Atmore State Technical College by action of the State Board of Education on December 13, 1990. Prior to consolidation, the State Legislature's approval of Act No. 93 on May 3, 1963, served as the genesis of Jefferson Davis State Junior College. The Junior College Committee from the Escambia County area was particularly instrumental in the selection of Brewton as the College's site. Farmers, industrialists, educators, ministers, laborers, lawyers, doctors, and merchants - all who believed in educating their neighbors' children - gave their blessings and support to the Junior College's establishment. The City of Brewton and the Escambia County Board of Commissioners donated the site of Jefferson Davis State Junior College. The city acquired 35 acres from Mrs. Mabel Leigh in 1955 for \$22,500. The Escambia County Board of Commissioners purchased 65 acres from the heirs of John M.

Holladay on January 6, 1964, for \$45,745. Atmore State Technical Institute was created by Act No. 2295 on September 30, 1972; however, it was not until May 1, 1974, that classes (formerly conducted in Atmore by the J. F. Ingram State Vocational School in Deatsville, Alabama) were placed under the supervision of Atmore State Technical Institute in Atmore, Alabama. The name was changed to Atmore State Technical College by the Alabama State Board of Education on April 28, 1983.

Today, Coastal Alabama Community College services nearly 9,000 square miles in south Alabama and offers more than 100 programs of study. The Thomasville Campus of Coastal Alabama offers many technical programs and hosts the National Center for Pulp and Paper Technology in partnership with the National Science Foundation's Advanced Technological Education Centers, which promote workforce development for the pulp and paper industry. The Jackson Center of Coastal Alabama was established in 1975 and is located on the campus of Jackson High School. This location is primarily an evening campus with access to Adult Education services. The Gilberttown Center of Coastal Alabama was established in 1977 and offers a wide range of day and evening classes. The Gilberttown library facility, which is on campus, is available for the public to use as well as students. Coastal Alabama Community College's Alabama Center for Literary Arts in Monroeville co-hosts the annual Monroeville Literary Festival, which awards the Harper Lee Award for Alabama's Most Distinguished Writer of the Year as well as the Truman Capote Award for Literary Non-Fiction or Short Story.

The Bay Minette Campus of Coastal Alabama is home to the Division I Coastal Alabama Coyotes' athletic teams and the Monroeville and Brewton Campuses are home to the Division II Coastal Alabama Coyotes' athletic teams. Coastal Alabama athletic teams compete in the Alabama Community College Conference (ACCC) and the National Junior College Athletic Association (NJCAA).

Coastal Alabama Community College serves a current combined enrollment of more than 10,000 students across all fifteen locations.

Coastal Alabama Community College is a result of the consolidation of Faulkner State Community College, Alabama Southern Community College and Jefferson Davis Community College. On December 6, 2016, the Southern Association of Colleges and Schools Commission on Colleges voted to approve the consolidation and acknowledge the institution's intent to seek accreditation. Each of the former institutions was accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) (1866 Southern Lane, Decatur, Georgia, 30033, Telephone number 404-679-4501) to award Associate in Arts, Associate in Science, and Associate in Applied Science Degrees and Certificates.

Section II-2: Enrollment Data & Projections

The Fall full-time equivalent (FTE) figures for Fall 2018 through Fall 2022 are as follows:

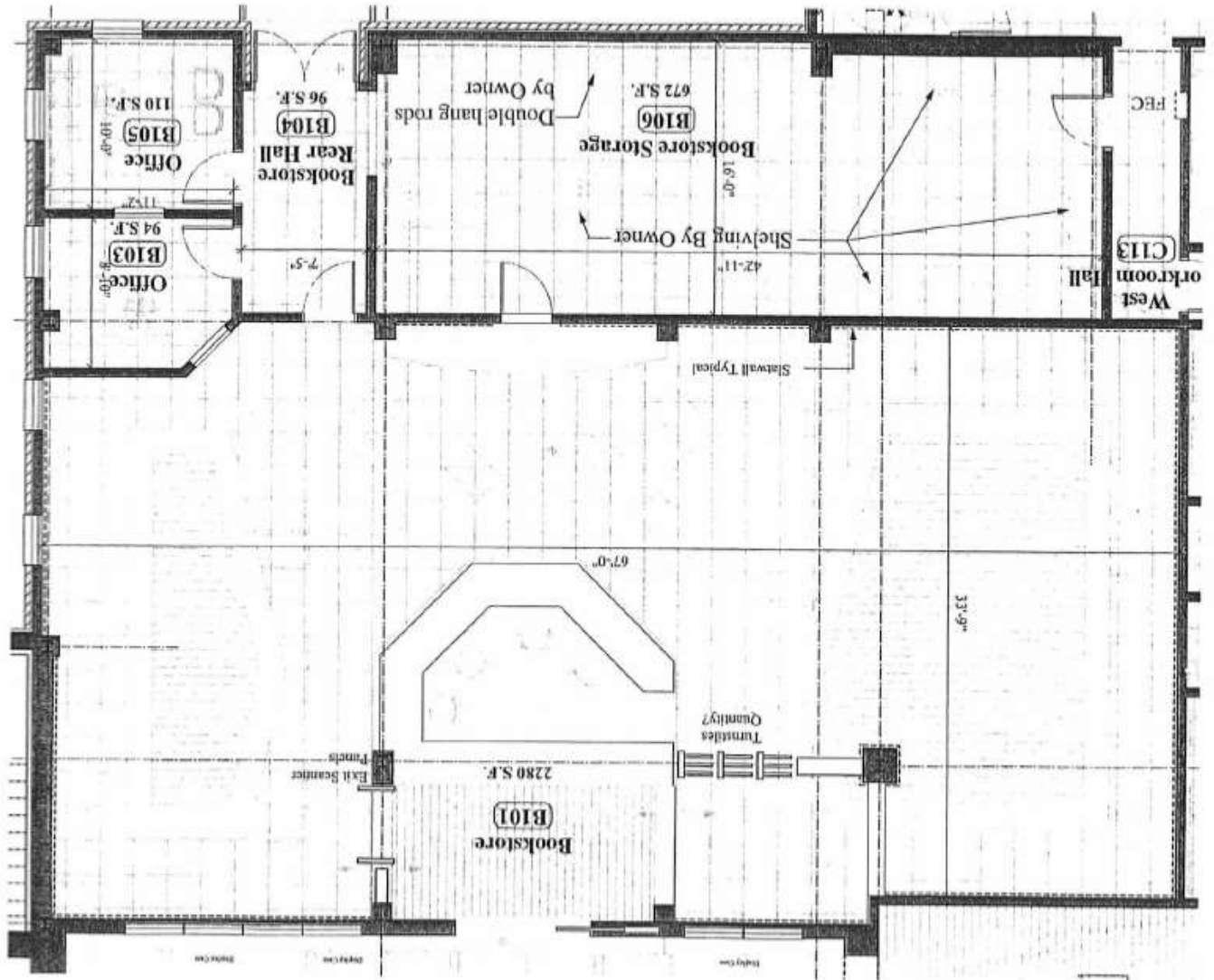
Fall 2018	4857
Fall 2019	4942
Fall 2020	4205
Fall 2021	4413
Fall 2022	4263
Five Year Average	4536

The Fall headcount figures for Fall 2018 through Fall 2022 are as follows:

Fall 2018	7422
Fall 2019	7537
Fall 2020	6651
Fall 2021	7065
Fall 2022	6803
Five Year Average	7095.6

The College has always taken a conservative approach to projecting future enrollments at the College. For the Fall 2023 projection, we are projecting a 4% decrease in enrollment.

Section II-3: Bookstore Facility - Bay Minette Campus



Section II-4: Revenue and Expenditure History

Summary Financial Information

Revenues	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Student Tuition and Fees	\$ 13,774,939.00	\$ 10,863,592.00	\$ 14,012,312.00	\$ 16,430,077.00	\$ 11,409,347.00
State Appropriations	\$ 31,124,389.00	\$ 29,421,999.00	\$ 29,271,468.00	\$ 28,737,482.00	\$ 26,597,829.00
Local Appropriations	\$ 2,225,872.00	\$ 2,399,755.00	\$ 1,250,179.00	\$ 1,787,995.00	\$ 1,698,876.00
Federal Grants & Contracts	\$ 23,657,813.00	\$ 34,760,589.00	\$ 12,609,700.00	\$ 17,534,274.00	\$ 17,049,363.00
State and Local Grants and Contracts	\$ 4,787,624.00	\$ 3,701,286.00	\$ 4,531,211.00	\$ 2,960,311.00	\$ 4,950,401.00
Private Gifts, Grants & Contracts	\$ 66,418.00	\$ 2,000.00	\$ 7,147.00	\$	\$
Investment Income	\$ 103,095.00	\$ 82,917.00	\$ 165,501.00	\$ 158,598.00	\$ 103,754.75
Sales & Service of Edu Activities	\$ 406,200.00	\$ 53,205.00	\$ 14,602.00	\$ 20,129.00	\$ 45,045.96
Sales & Service of Aux. Enterprises	\$ 1,089,208.00	\$ 881,555.00	\$ 1,873,106.00	\$ 1,970,977.00	\$ 846,034.00
Total	\$ 77,235,558.00	\$ 82,166,898.00	\$ 63,735,226.00	\$ 69,599,843.00	\$ 62,700,650.71
Expenditures					
Instruction	\$ 26,570,760.00	26996056.00	\$ 25,731,026.00	\$ 25,054,818.00	\$ 24,964,358.00
Training for Business/Industry			\$ -		
Public Service		\$ 7,277.00	\$ 396.00		
Academic Support	\$ 3,908,002.00	\$ 4,979,166.00	\$ 5,665,522.00	\$ 6,320,419.00	\$ 5,946,476.00
Student Services	\$ 7,271,568.00	\$ 7,038,355.00	\$ 6,857,596.00	\$ 7,834,684.00	\$ 7,617,962.00
Institutional Support	\$ 7983365.00	\$ 9,345,607.00	\$ 6,718,893.00	\$ 6,299,539.00	\$ 5,263,689.00
Operation and Maintenance of Plant	\$ 8,381,168.00	\$ 8,492,851.00	\$ 7,149,139.00	\$ 7,251,670.00	\$ 7,116,253.00
Student Aid (Scholarships)	\$ 13,494,808.00	\$ 14,830,327.00	\$ 6,792,929.00	\$ 10,702,142.00	\$ 6,203,555.00
Auxiliary Enterprises	\$ 2,183,578.00	\$ 1,691,895.00	\$ 2,084,795.00	\$ 2,091,315.00	\$ 1,824,762.00
Depreciation	\$ 2,929,641.00	\$ 4,016,012.00	\$ 2,253,789.00	\$ 3,177,743.00	\$ 2,817,746.00
	\$ 64,739,525.00	\$ 50,401,490.00	\$ 63,254,085.00	\$ 68,732,330.00	\$ 754,801.00

Section II-5: Bookstore System

It is extremely important that the awarded vendors' software system fully integrate with the administrative software system of the College. The College requests that the awarded vendor offer a turnkey solution that functions independently of, but is compatible with, administrative software platforms currently in use at community colleges in the State of Alabama, specifically Banner. The College requires a solution that will be able to integrate with our financial aid module. It will need to be able to allow students to charge books and supplies to their financial aid disbursement. Vendors should provide documentation of integration with Banner at other community colleges in Alabama provided such information is available. Additional questions vendors may have related to the College's Bookstore Systems are to be addressed to the College's Director of Technology Services, Leslie Douglas.

These requests for information are to be either by U.S. Mail or by email with copies to Jessica Davis, Chief Financial Officer.

Leslie Douglas' email – leslie.douglas@coastalalabama.edu

Jessica Davis' email – jessica.davis@coastalalabama.edu

Cash Registers

(3) Registers used during peak periods

(2) Registers used non-peak periods

Section II-6: Academic Calendar 2022-2023

FALL 2022 ACADEMIC CALENDAR

August 15.....Monday	Tuition & Fees Due - Full Term & Term I
August 22.....Monday	First Day of Class - Full Term, Term I, & Aviation
Term A	
August 22-25.....Monday – Thursday	Drop/Add - Full Term & Term I
September 5.....Monday	Labor Day (College Closed)
September 23.....Friday	Last Day of Class - Aviation Term A
September 26.....Monday	First Day of Class - Aviation Term B
October 10Monday	Last Day of Class - Term I
October 10Monday	Last Day to Withdraw - Term I
October 11-12Tuesday – Wednesday	Final Exams - Term I
October 13Thursday	First Day of Class - Term II
October 13-14Thursday – Friday	Drop/Add - Term II
October 27Thursday	Last Day of Class - Aviation Term B
October 31Monday	First Day of Class - Aviation Term C
November 11.....Friday	Veterans Day (College Closed)
November 21-23Monday – Wednesday	Thanksgiving Holidays (No Classes)
November 24-25Thursday – Friday	Thanksgiving Holidays (College Closed)
December 9.....Friday	Last day of Class - Full Term, Term II, & Aviation
Term C	
December 9.....Friday	Last Day to Withdraw - Full Term & Term II
December 12-16.....Monday – Friday	Final Exams - Full Term
December 12-13.....Monday – Tuesday	Final Exams - Term II
December 13-15.....Tuesday – Thursday	Aviation Comprehensive Exams

SPRING 2023 ACADEMIC CALENDAR

January 3.....Tuesday	Tuition & Fees Due - Full Term & Term I
January 9.....Monday	First Day of Class - Full Term, Term I, & Aviation Term A
January 9-12Monday – Thursday	Drop/Add - Full Term & Term I
January 16Monday	Martin Luther King Jr. Day (College Closed)
February 9.....Thursday	Last Day to Withdraw - Aviation Term A
February 10.....Friday	Last Day of Class - Aviation Term A
February 13.....Monday	First Day of Class - Aviation Term B
February 20-21.....Monday – Tuesday	Mardi Gras Holiday (No Classes)
March 1Wednesday	Last Day of Class - Term I
March 1Wednesday	Last Day to Withdraw - Term I
March 2 & 6.....Thursday & Monday	Final Exams - Term I
March 7Tuesday	First Day of Class - Term II
March 7-8Tuesday – Wednesday	Drop/Add - Term II
March 16Thursday	Last Day to Withdraw - Aviation Term B
March 17Friday	Last Day of Class - Aviation Term B
March 20-24Monday - Friday	Spring Break (No Classes)
March 27Monday	First Day of Class - Aviation Term C
April 7Friday	Good Friday (College Closed)
April 27Thursday	Last Day to Withdraw - Aviation Term C
April 28Friday	Last Day of Class - Aviation Term C
May 1-2Monday – Tuesday	Aviation Comprehensive Exams
May 2.....Tuesday	Last day of Class - Full Term & Term II
May 2.....Tuesday	Last Day to Withdraw - Full Term & Term II
May 3-4Wednesday – Thursday	Final Exams - Term II

May 3-5	Wednesday – Friday	Final Exams - Full Term
May 8-9	Monday – Tuesday	Final Exams - Full Term
May 11.....	Thursday	Graduation (Monroeville & Brewton Campuses)
May 12.....	Friday	Graduation (Bay Minette Campus)

SUMMER 2023 ACADEMIC CALENDAR

May 24	Wednesday	First Day of Class - Full Term & Term I
May 24-25	Wednesday – Thursday	Drop/Add - Full Term & Term I
May 29	Monday	Memorial Day (College Closed)
June 19	Monday	Juneteenth (No Classes)
June 23	Friday	Last Day to Withdraw - Term I
June 26	Monday	Final Exams - Term I
June 28	Wednesday	First Day of Class - Term II
June 28-29.....	Wednesday – Thursday	Drop/Add - Term II
July 4	Tuesday	Independence Day (College Closed)
July 31	Monday	Last Day to Withdraw - Full Term & Term II
August 1-2.....	Tuesday – Wednesday	Final Exams - Term II
August 1-3.....	Tuesday – Thursday	Final Exams - Full Term

Section II-7: Hours of Operation



Coastal Alabama Bookstore Hours:

Monday 7:30 am – 4:00 pm

Tuesday 7:30 am – 4:00 pm

Wednesday 7:30 am – 4:00 pm

Thursday 7:30 am – 4:00 pm

Friday 7:30 am – 1:30 pm

Call us at 251-580-2211

Or send us an email at

bookstore@coastalalabama.edu

**We look forward to helping you get what
you need to succeed!**

Section II-8: Pricing & Discount Policies

The College presently charges the following markups related to student purchases: 30% markup on new books 25% off new price for used books.

Faculty & Staff Discounts

- Cost plus 10% - general merchandise
- 15% off retail for textbooks

Section II-9: Insurance Requirements

A. During the period of the contract the College will require that a certificate of insurance be provided to validate insurance coverage. The College is to be named as an additional insured.

B. Insurance Coverage Provided by the College:

The dedicated bookstore space is considered part of the College's physical plant and is therefore covered to the full limits of the State of Alabama's blanket Property and Casualty Policies. Excluded from any such coverage, however, are liability exposure resulting from the vendor's direct operations (auto, worker compensation, professional and general liability, product liability, fidelity bonding, inventory, business equipment, personal property, etc.)

C. Insurance Coverage Required by Contractor

By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and all insurance coverage will be provided by insurance companies authorized to sell insurance in Alabama-by-Alabama State Corporation Commission.

D. Insurance Schedule Policy

Worker's Compensation	Statutory
Comprehensive General Liability: *	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(3) General Aggregate	\$2,000,000 per project
(4) Products, Completed Operations	\$2,000,000 per project Aggregate
Comprehensive Automobile Liability:	
(1) Bodily Injury Liability	\$1,000,000 combined single limit
(2) Property Damage Liability	\$1,000,000 combined single limit
Excess Umbrella Liability: **	
Combined single limit body injury and/or property damage	\$5,000,000 each occurrence \$5,000,000 aggregate
Performance Bond	\$1,000,000

*Comprehensive liability to include but not limited to:

Premises and operations liability Products liability

Protective liability Contractual liability

**Excess of above indicated underlying insurance subject to a \$25,000 self-insured retention on uninsured perils.

A certificate of insurance for all the above shall be required upon awarding the contract. The College is to be named as an additional insurance on this policy.

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

- B. The Vendor shall indemnify and hold harmless the College for any liability incurred by the College because of the non-payment, for any reason, of any debt or obligation for which the Vendor has agreed to bear responsibility for payment, including the College's attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

III. General Information & Proposal Requirements

A. Program Objectives

College is seeking a qualified vendor that will exemplify our institutions' mission by providing a full-service Bookstore with the highest caliber of services delivered to the College community. It is essential that the Bookstore be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff. Products, prices, and services must promote confidence that the College community is obtaining the best possible combination of quality, customer service and value.

B. Scope of Work

1. During the term of the Contract between the College and the Vendor, the Vendor shall operate the College Bookstore, in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
2. The Vendor shall provide the College with the services and innovation expected of a high-quality College bookstore.

C. Term

The Contract shall tentatively commence on January 1, 2024 and continue for a period of five (5) years ending December 31, 2029. If it is deemed to be of mutual benefit to both parties, the College and the Vendor can mutually agree to renew the Contract beyond the original five (5) year period up to limits allowed by the Alabama Competitive Bid Law.

D. Proposal Preparation and Submission

1. Prospective Vendors are instructed to deliver six (6) complete copies of their proposal, enclosed in one sealed box or other package, in a manner that assures receipt by May 2, 2023 at 4:00 p.m. Central Time. Package must be sealed and prominently reflect "RFP Bookstore Management Services". All proposals must be received at 1900 U S Highway 31 S, Bay Minette, AL 36507, Chief Financial Officer, Stone Classroom Building by the 4:00 p.m. Central Time. There will be a formal opening on May 3, 2023, at 9:00 am. Any proposal received after May 2 at 4:00pm will not be accepted and returned unopened to the bidder. If you are planning to attend the opening, please ensure your proposal is received according to the schedule above.
2. Proposals may be withdrawn or amended at any time prior to the closing date and time.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. Each copy of the proposal should be bound or contained in a single volume where practical.
5. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Alabama Public Records Laws. Trade secrets or proprietary information submitted by the Vendor shall not be subject to public disclosure under the Alabama Public Records Laws. Any confidential or proprietary data must be clearly marked.

E. Award

1. Award will be made to the Vendor who is determined by the College to best meet the needs and objectives of the College community. Vendors are encouraged to propose new innovations. **The College reserves the right to reject any or all proposals if they are in its sole discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Vendor proposing the highest commission return according to its own judgment and in its best interest.**
2. In awarding the Contract, the College will consider several factors in combination in evaluating the proposals submitted. These factors will include the following which are not listed in order of importance:
 - a. Vendor’s record of performance and service in higher education bookstore and coffee shop operations.
 - b. Vendor’s conformance to the RFP’s specifications, requirements, terms, conditions, and provision.
 - c. Vendor’s response to College’s objectives.
 - d. Vendor’s pricing and refund policies.
 - e. Service aspects of Vendor’s proposal.
 - f. Financial return to the College.
 - g. Customer relations in existing Vendor operated bookstores and coffee shop.
 - h. Personnel aspects of Vendor’s proposal.
 - i. Vendor’s ability to create a dynamic retail environment.
 - j. Review of recommendations with respect to Vendor’s bookstore and coffee shop operations at other similar universities and colleges.
 - k. Vendor’s size, credit standing, financial record, stability, and management.
 - l. Vendor’s creativity
 - m. Vendor’s technology plan
3. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College and/or be invited to meet with College officials for clarification and questions. The College will schedule the time and location for these presentations. Oral presentations are an option of the College and may or may not be conducted.
4. After proposals have been reviewed, visits may be made to selected institutions under contract with the Vendor to assist the College in determining its choice of Vendor.
5. Additional information may be requested while proposals are under consideration.
6. The successful Vendor will be notified of the award in writing.

F. Schedule

The schedule for this RFP is as follows:

Release of RFP	April 1, 2023
Vendors’ Written Questions Due	April 15, 2023
Addendum Completion	April 20, 2023
<u>RFP DUE</u>	<u>May 2, 2023 @ 4:00pm</u>
Proposal Opening	May 3, 2023 @ 9:00am
Finalist Vendor Presentation	May 10, 2023 (if necessary)
Award	May 15, 2023

****Please Note** This schedule is subject to change. In the event the schedule does change, all vendors will be notified by addendum, which will become part of the Request for Proposal.**

Section IV: Specific Requirements

A. Company History / Qualifications

1. The Vendor shall be knowledgeable about the changing college and university bookstore trends, new technologies, legislation, new marketing ideas, new merchandise, and changes evolving throughout the general bookstore industry. The Vendor shall incorporate programs of action in response to these changes and trends into the College Bookstore operation and services, as deemed applicable to the college and university bookstore market segment.
2. Provide a detailed description of the Vendor's background, experience, and qualifications to operate a college or university bookstore. The Vendor must provide a list of five (5) college/university references where the Vendor has operated for a minimum of five (5) years, or is currently operating a bookstore and coffee shop, preferably similar in student body size to Coastal Alabama Community College. References must include name and address of facility, full time student enrollment, dates of service, and contact person's (with authority over bookstore operations) name, telephone number, and email.

B. Textbook, Reference & Tradebook Offerings:

1. The Vendor shall provide course materials including:
 - a. All required, recommended, and suggested textbooks and course materials – new, used, custom in editions specified by the faculty or other designated departmental representatives.
 - b. Digital and e-textbook strategies
 - c. Textbook rentals
 - d. Other educational materials and supplies used by the College's students.
2. In its provision of books, supplies, and materials, the Vendor will prepare (in a form acceptable to the College) and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester. The College will make reasonable efforts to see that each Vendor's bookstore management is given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered, as follows:
 - a. For the Spring semester, beginning in January, on or before October 1st.
 - b. For the Summer sessions, on or before February 15th; and
 - c. For the Fall semester, beginning in mid-August, on or before May 1st.
3. The Vendor 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. The Vendor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Vendor shall make every reasonable effort to supply items requested even when requests are not timely.
4. Per-Credit-Hour Fee Structure. To provide the College with a pricing structure based on the College currently operating under a per-credit-hour book fee of \$24 per credit hour. This program must meet all requirements of Title IV with a student opt out choice and be able to work seamlessly through the existing Banner ERP system.
5. The Vendor shall make every possible effort to increase used book sales at the College by retaining used books purchased at the College, if required for the following semester, and by purchasing or acquiring used books from other bookstores and/or companies if necessary.

6. The Vendor shall provide for the sale of textbooks and other educational materials required for off-campus courses, if so, requested by the College.
7. A description of the Vendor's plan to assist the College with the compliance requirements of the HEO Act of 2010, as it may be applicable to the operations of the Bookstore.
8. The Vendor shall maintain a high-quality reference inventory that is current, relative, and supportive of the curriculum and interests of the faculty, students, and staff of the College. The Vendor must be responsive to advice relative to the stocking of reference books suggested by the College faculty members and/or researchers.
9. Provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the College.
10. The Vendor shall promote book signings and other academic and scholarly events as appropriate.

B1. Coffee Shop/Café

1. The Vendor shall provide the means to operate a coffee shop/service at the College.
 - a. The College is seeking for the Vendor to serve a variety of foods including breakfast (i.e. muffins, pastries) and lunch (i.e. sandwiches, soups) options as well as coffee products. The Vendor shall supply/utilize their standards, methods, procedures, trade secrets and proprietary trademarks in order to provide the College's students, faculty, staff and guests with high quality service.
 - b. The Vendor shall provide staffing to bus tables and remove all trash from the foodservice space and the seating area. Vendor is responsible for maintaining the foodservice area in accordance with local/state health code requirements (i.e. cleaning floors of seating area and food service space daily (damp mopping). Trash will be removed by the Vendor daily to a designated dumpster.
 - c. The Vendor must provide evidence of operating a successful coffee shop operation for a minimum of 5 years.
 - d. The Contractor must provide at least five references of similar sized campuses where it has implemented these services.
 - e. The College is presently under a contract with a vending contractor to provide vending machines for snacks and soft drinks for all campuses of the College. The items selected for sale in the Coffee Shop will not be in direct competition with this vendors' products. The selection of items for the Coffee Shop will be coordinated with the College's Chief's Financial Officer.

C. Marketing & Promotions:

1. The Vendor shall develop a yearly Marketing Plan in conjunction with and approved by the College.
2. The Vendor shall provide special promotions frequently throughout each year of the contract and will be expected to support New Student Orientation and other on-campus programs.

3. The Vendor shall provide in the Proposal a list of the promotions that will be provided during the academic year.

D. Website / Online Sales:

1. The Vendor shall develop a professional website which allows for online purchases. As a minimum, the website offered must be comparable to the present Bookstore website.
2. The website must allow students the option of purchasing or renting textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with Coastal Alabama Community College receiving credit for the sale. The website should also be used to market College merchandise and products to students, alumni, parents, prospective students, and others.

E. Merchandising:

1. The Vendor shall offer a selection of “soft goods”, such as school and office supplies, College emblematic apparel, memorabilia, spirit items, toiletries and convenience items, computer supplies and software, technical supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.
2. The Vendor shall have exclusive rights to operate the full-service Bookstore and Coffee Shop located at the College, offering all goods and services normally found in College bookstores and any such additional services as may be required by the College during the term of the contract. The College shall grant the Vendor the right to sell College licensed products.
3. The College reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which the College considers offensive or inappropriate.
4. The Vendor is expected to uphold the College’s strong commitment to social responsibility.
5. The Vendor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by the College.
6. Describe how the Vendor intends to work with the Athletic Department.

F. Personnel:

1. **Training**. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore and Coffee Shop, which will ensure ongoing staff developmental needs are met.
2. **Adequacy**. A vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Vendor, who shall be solely responsible for the payment of their wages and benefits.
3. **Current Employees**. Current Bookstore employees are to be afforded the greatest level of personal and professional courtesy possible. All current employees working in the College Bookstore, in good standing will be interviewed by the Vendor and offered first consideration for continued employment. The financial data provided in Section II shows compensation and benefits.

4. **Student Part-Time Employees.** The Vendor is encouraged to employ Coastal Alabama students, when possible. Student employees of the Vendor are not to be paid less than the Federal minimum wage.
5. **Employee Policies.** Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore and Coffee Shop must be available for review by the College.
6. **Equal Opportunity and Affirmative Action.** The College is committed to Equal Opportunity and Affirmative Action. The successful Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
7. **Managers.** The Bookstore Manager and/or Coffee Shop Manager, as appropriate assigned to the Bookstore and Coffee Shop by the Vendor must be approved by the College. Subsequent changes in these assignments are to be made by the Vendor only after prior consultation with, and approval of the College. The person selected by the Vendor to manage the Bookstore and/or Coffee Shop is to have extensive experience in the management of bookstore and coffee shop service in a College community. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with College students, faculty and staff.
8. **Manager Replacement.** The College reserves the right to request the replacement of the Bookstore Manager for good cause as determined by the College, or for actions considered to be not in the best interests of the College. Such actions will be taken only after consultation with Contract Administrators.
9. **Conduct.** Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the College.

G. Customer Service & Communications:

1. To determine that superior customer service is being provided to the College, a method to assess customer service shall be agreed upon by the College and the Vendor.
2. It is understood that the College reserves the right to establish a Bookstore Advisory Committee. The Vendor's bookstore and/or coffee shop manager shall meet regularly with the Bookstore Advisory Committee, and with College officials to review bookstore operations. Further, the Vendor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with College officials, in the development and improvement of the Bookstore's program, services and policies. The Vendor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from College officials for the improvement of the Bookstore's program, services and policies. The Bookstore and/or Coffee Shop Manager or his/her designee is also expected to meet periodically with Deans, Chairpersons, and other faculty members.

H. Sustainability Practices:

1. The Vendor is expected to uphold the College's strong commitment to environmental consciousness and responsibility. Describe programs and processes the Vendor will use to support the College's sustainability practices.

I. Technology:

1. Indicate the systems and procedures proposed for use in the following Bookstore functions or areas:
 - a. Textbook and course materials management
 - b. Merchandise management
 - c. Student financial aid
 - d. Campus Debit Card
 - e. General / trade book management
2. Provide information about your automated point of sale (POS) system for recording, verifying, and reporting sales, including a brief description of automated system features. Indicate what type of back-up system or procedures are to be utilized in case the system is temporarily inoperative. Indicate compatibility of point-of-sale system with OneACCS and TouchNet.

II. Bookstore Policies:

1. Operating Schedule. The Vendor will be required to operate the Bookstore in the existing College Bookstore and Coffee Shop located in Memorial Hall on a 12-month basis, based on the College's academic calendar. The College reserves the right, upon consultation with the Vendor, to establish or change the service hours, plans or other methods of operation of the Bookstore and Coffee Shop.
2. The Vendor shall operate according to the following pricing policies:
 - a. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
 - b. Textbook Pricing Policy shall be clearly stated. Refer to the attachment of College's current Bookstore Textbook Pricing Policy found in Section II.
 - c. All other merchandise should be marked up to reflect a normal gross profit margin for the College Bookstore and Coffee Shop industry or as pre-priced.
3. The College may request and shall receive from the Vendor proof that the above pricing policies are being followed. Information shall be provided by the Vendor at the earliest possible time following its receipt of the College's request.
4. In exceptional cases involving changes in university and college bookstore market conditions that are outside of the Vendor's control, the Vendor may request a mutual review and decision with respect to pricing policies at any time during the year. The College and Vendor shall determine the effective date of any such changes in policies.
5. The Vendor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, American Express and Discover Card. The Vendor shall also provide for charge sales to College Departments where appropriate. The Vendor shall accept personal checks from students, faculty and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
6. The Vendor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, rentals and discounts. The Vendor shall provide a refund policy that is developed with students' welfare in mind to encourage repeat business.
7. The Vendor shall purchase used books from the students, faculty and others at the College based on a schedule that is practical and convenient to both the Bookstore and the College

community according to the following policy:

- a. If the Vendor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase 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 Vendor 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 Vendor shall pay the price listed for the book in a textbook guide which the College and the Vendor agree to use for this purpose.
8. The Vendor shall operate the Bookstore and Coffee Shop on a schedule that accommodates the academic calendar of the College community. Other operating hours may be requested by the College to accommodate special events and, under such circumstances; the Vendor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above shall be approved by the College.
 9. The Vendor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty and staff of the College for authorized sales of office and school supplies sold in the Bookstore. These sales shall not be considered a part of gross sales.
 10. The Vendor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the College should reasonably request and, if the College should so request, shall cooperate with the College in the College's prosecution of such individuals. The Vendor shall not have College students arrested by public authorities or prosecuted without prior consultation with the College's police.

K. Facilities & Equipment:

1. The Bookstore and Coffee Shop operated by the Vendor shall be operated in the existing Bookstore space. Additions to or deletions from the existing space, or relocation of the Bookstore and/or Coffee Shop, may be made but must be agreed upon in writing by the Vendor and the College's Dean of Administrative Services.
2. The Vendor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. The Vendor may elect to utilize equipment already in place in the Bookstore but shall accept the equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the College upon termination of the contract in the same condition as when accepted for use, normal wear and tear expected.
3. The Vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore and Coffee Shop. All renovations and finishing out, including color selections is subject to prior written approval by the College.
4. The College will be responsible for major structural repairs to the space used by the Vendor, provided that such repairs are not required as a result of the actions of the Vendor, its agents or employees.
5. Current maintenance contracts on the College equipment, which is made available for use by the Vendor, will remain in force until their normal expiration dates, unless otherwise provided in the maintenance contracts. The Vendor will have the benefit from such contracts until their expiration dates, and thereafter shall provide for preventive maintenance and repairs of

equipment at the Vendor's own cost and expense.

6. The College will provide all utilities to the space used by the Vendor including:
 - a. Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore and Coffee Shop.
 - b. Office equipment (including computer equipment, cash registers and safes), furniture and fixtures, file cabinets, telephones, and telephone service (including campus telephones and campus telephone service), and office machines currently available for Bookstore and Coffee Shop use. The Vendor shall pay for long-distance telephone service and any additional services.
 - c. Trash removal, and extermination services for the Bookstore and Coffee Shop.
7. To the best of its knowledge, the College is not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which houses the Bookstore. The College shall be responsible for remedying promptly any health or environmental problems at the Bookstore and Coffee Shop, other than those caused by the Vendor, and notifying the Vendor accordingly.
8. Agents and employees of the Vendor working in the Bookstore will be provided access to parking lots utilized by College employees under the policies of Parking Services.
9. The Vendor shall cooperate with the College Police and with other College officials in the provision of security for the Bookstore and Coffee Shop. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.

L. Financial Requirements & Administration:

1. The Vendor shall have complete responsibility for the financial administration of the bookstore and coffee shop facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings, and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
2. The Vendor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s).
3. Licenses, Permits, and Taxes:
 - a. The Vendor shall secure and pay for all federal, state, and local licenses and permits required for the College Bookstore and Coffee Shop operations provided for herein. The College will cooperate with the Vendor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the College Bookstore and Coffee Shop provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
 - b. The Vendor will be granted the right to use the College's name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry, and similar items acceptable to the College, provided that the College's name is not used for product endorsement.

4. The Vendor shall pay to the College a commission percentage based on net sales as defined herein. The Vendor shall specify this commission percentage in its Proposal.
5. Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from the bookstore website: less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware, discounted faculty/staff sales, products priced below a 20% margin, pass-through income, bookstore issued scholarship sales, and other merchandise mutually designated as non-commissionable.
6. Applicable payments as set in the Vendor's proposal shall be made Monthly by the Vendor to the College and shall be paid within thirty (30) days after the close of the Month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Vendor's proposal.
7. Each payment shall be accompanied by a detailed statement of its computation and the Vendor shall furnish supporting documentation to the College upon request.
8. The College shall always have full access to the Bookstore and Coffee Shop accounting records, including all cash registers at the Bookstore and Coffee Shop being used by the Vendor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or point of sale equipment utilized by the Vendor in the College Bookstore and Coffee Shop shall have non-changeable grand totals.
9. The Vendor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore and coffee shop industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the College Bookstore and Coffee Shop operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the College.
10. On termination of the Contract, commissions will be paid to the College on sales up to the final day the Bookstore and Coffee Shop is operated under the Contract. The commission due the College for any portion of a Contract year shall be calculated on a percentage basis.
11. The Vendor shall provide property and casualty insurance covering the Vendor's equipment and other personal property in the Bookstore and Coffee Shop. The College will provide property and casualty insurance, under the College's policy, covering Bookstore and Coffee Shop space and fixtures and equipment owned by the College.

M. Purchase of Merchandise & Inventory:

1. Upon commencement of this Contract, the Vendor shall purchase bookstore inventory then currently on hand using the following terms:
 - a. **New Textbooks**
 - i. All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by the Vendor at the College's cost.
 - ii. All excess textbooks not accepted for return will be purchased by the Vendor at the current wholesale price.
 - b. **Used Textbooks**
 - i. At the time of inventory, all used textbooks on hand that are formally adopted

for the following term (in quantities not exceeding normal course requirements) will be purchased at the College's cost.

- ii. All excess adopted used textbooks will be purchased by the Vendor at the current wholesale price.

c. Trade, Paperbacks, Technical and Reference Books

- i. All trade, paperback, technical and reference books in clean and saleable condition, less than six (6) months old, will be purchased by the Vendor at the College's cost.
- ii. Books not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.

d. School Supplies, General Merchandise, Clothing

- i. This category includes all items not previously mentioned, including art, office and general supplies, stationary and greeting cards, clothing which includes but is not limited to caps, T-shirts, sweatpants, giftware all with either Coastal Alabama emblems or without Coastal Alabama emblems.
- ii. All the above supplies and merchandise in clean and saleable condition, up to a six (6) month supply, will be purchased by the Vendor at the College's cost.
- iii. Items not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.

e. Payment for Inventory

- i. The Vendor will pay the College for all inventory in two equal payments: 50% within sixty (60) days after the completion of a physical inventory, and 50% with one hundred and twenty (120) days after the completion of that inventory.

2. Upon the commencement of the Contract, the Vendor and the College will perform an inventory of the College's equipment, which will be used by the Vendor in the bookstore. The inventory will note the condition of the equipment, as agreed upon by the College and the Contractor.
3. Upon the termination of the Contract, the College will purchase, or require the replacement vendor to purchase, bookstore and coffee shop inventory then on hand from the Vendor upon the same terms as described in subparagraphs IV.M.1 (a through e) above.

N. Contract Term, Renewals, Cancellation, Termination, Requirements, Additions, Adjustments, & Assignments

1. The initial contract tentatively shall commence on January 1, 2024, and continue for a period of five (5) years ending on December 31, 2029. If it is deemed to be of mutual benefit to both the College and the Vendor, both parties can mutually agree to renew the Contract under the provisions of the Alabama Competitive Bid Law.
2. Coastal Alabama Community College and the Vendor shall have the right to terminate this Agreement at any time by giving one hundred and twenty (120) days written notice to the other party.
3. The failure of either the Vendor or the College 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 shall be and shall remain in full force and effect.
4. 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 the Contract amended to include same.

5. Neither party shall assign nor transfer the Contract or any part of same nor enter any subcontract for services under this Contract without the prior written approval of the other party.
6. The Vendor is providing the services described herein as an independent vendor of the College, not as the College's agent or representative. The Vendor shall not, in any manner, use the credit or the name of the College in connection with its business or affairs except as specifically authorized in the Contract or as approved prior to such use by the College. Further, the Vendor 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.
7. The Vendor 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. The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Vendor shall also comply with all College 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.

Section V: Legal Requirements & Other Bid Related Information

All bids are to be in sealed envelopes or boxes with the bid number/name and opening date on the outside of the envelope or box. Mark your bid as follows: Attention: Jessica Davis, Chief Financial Officer, Coastal Alabama Community College, 1900 US Highway 31 South, Bay Minette, AL 36507.

Bids delivered by Federal Express, United Parcel Service (UPS), DHL and other delivery services must have the Bid number/name and opening date on the outside of the delivery service's envelope or box.

Return to Coastal Alabama Community College the forms requested in the Appendix section of the bid along with all other requested information. Bids must be received in the Office of the Chief Financial Officer prior to opening time and date.

Late bids will not be considered. It is the responsibility of the vendor to ensure that the bid is delivered directly to the Office of the Chief Financial Officer located in the Stone Building on the Bay Minette campus of the College.

All information shall be entered in ink or typewritten in the appropriate space on the forms. Bids must be signed in ink by an authorized individual on the Qualification Statement and returned to Coastal Alabama. Mistakes may be crossed out and corrections inserted before submission of the bid. Correction shall be initialed in ink by the person signing the bid.

Alabama Competitive Bid Law, Article 3, Section 41-16-50 states "The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials." Previously, bid bonds were mandatory for contracts exceeding \$10,000. This change now makes bid bonds discretionary with the awarding authority. If a bid bond is requested a cashier's check, irrevocable letter of credit or bid bond executed by a surety company authorized to do business in the State of Alabama, in the amount of 5% of the total bid proposal, must accompany the bid. Bid security must be made payable to Coastal Alabama Community College. If the Bid Bond or Letter of Surety is 5% of the total bid quote, the "not in excess of" amount must also be equal to or greater than the total amount of the bid.

Bids must be submitted on the forms provided to ensure complete uniformity of wording of all proposals. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

Bid quote must show unit prices, extensions, and total price as requested on the bid proposal form. In the event of a discrepancy between unit price and the extension, the unit price shall govern. Failure to follow these instructions could result in rejection of the bid.

Bid prices should not include tax. Tax exemption certificate furnished upon request.

Time of delivery may be a consideration in the award. Time of delivery shall be stated as the number of calendar days following receipt of order by vendor to receipt of goods by Coastal Alabama. If the vendor cannot meet the time of delivery, the College may award the item to the next responsible vendor.

Awarding Conditions

The bid prices should remain in effect for a minimum of 90 days from the bid opening unless requested for a longer period of time on the Acknowledgment Sheet of this bid invitation.

Coastal Alabama Community College reserves the right to reject any or all bids, or any part thereof. Bids may be awarded either by item-by-item, in product groups, or all or none, whichever, appears to be in the best interest of the College.

In submitting a proposal, the vendor agrees to execute a contract incorporating the Specific Requirements, and other requirements requested by the College for any and all items awarded which collectively shall constitute the contract, and if deemed required to execute Payment and Performance Bonds. Failure to do so shall result in forfeiture of bid security if any.

All responses will be reviewed for compliance with the mandatory requirements stated within the request for bid.

The Chief Financial Officer may contact the vendor for clarification of the responses.

In awarding the bid, Coastal Alabama will consider several factors in combination in evaluating the proposals submitted. These factors, which are not listed in order of importance, are found elsewhere in this document.

Clarification of Specifications

Vendors desiring further information or interpretation of plans or specifications must make requests in writing to the Chief Financial Officer, Coastal Alabama Community College, 1900 Highway 31 S, Bay Minette, Alabama 36507 by April 15, 2023. Answers to such requests will be given to all recorded vendors, in addendum form, which will be included as part of the contract documents.

Agreement

This proposal is to be made without connection with any other person, company, or parties making a bid or proposal and is to be in all respects fair in good faith, without collusion or fraud.

Vendor represents and warrants that all articles and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of date of bid.

The terms and conditions outlined in this bid shall be incorporated into the contract when awarded to the vendor. However, the College reserves the right to negotiate with a successful vendor provision in addition to those contained in this request. The request for bid, as revised and/or supplemented, and the successful vendor's responses will be incorporated into and become part of the agreement. In the event there is a conflict with the terms of the awarded vendor's contract and the terms of this bid, the bid shall prevail. The College reserves the right to require a change in vendor representative if the assigned representative is not meeting the needs of the College.

The College has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; misrepresentation by vendor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; and (6)

any other breach of contract. Bid awards are subject to change or cancellation due to an unanticipated decrease in funding (including tuition, local, state, or federal funding). Bid awards are subject to change or cancellation due to changes in local, state, federal laws, regulations, or policies or in changes in the policies of the Alabama Community College System.

If a company is awarded a bid with Coastal Alabama Community College and the company cannot honor the terms of the bid, the company may be excluded from consideration in future bid awards. Proper documentation will be requested if a company cannot honor their bid, and the next lowest possible responsible vendor will be awarded the bid for the remaining duration of the bid.

Vendor Requirements

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any matter may affect the operation and vendor's activities undertaken pursuant to this agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes, and/or regulations that affect or that are applicable to vendors activities and operations hereunder. The final agreement shall be governed and construed in accordance with the laws of the State of Alabama.

Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage given to resident vendors from their state when awarding contracts. Organizations or individuals awarded the bid certify that no agent, employee or representative possessing a questionable moral character; a history of criminal activity affecting the area where service is to be provided; or a conviction for sexual offense; will have direct contact with students, faculty, or staff. Violation of this provision will result in the nullification of the bid agreement.

The awarded vendor is responsible for filing the Statement of Economic Interests with the Alabama Ethics Commission, if the awarded vendor is a public official, public employee, or if a member of the awarded vendor's household is a public official or employee. The awarded vendor is responsible for sending a copy of the awarded contract to the Alabama Ethics Commission within ten (10) days after the bid has been awarded. For more information concerning this requirement, please refer to the Alabama Ethics Commission Advisory Opinion 2001-29.

The awarded vendor must complete the Alabama Relationship Disclosure Statement required by Act 2001-955 within ten (10) days of the award for contracts over \$5,000. The enclosed Disclosure Statement must be completed and returned with the bid quote. It is the vendor's responsibility to follow the instructions included with the Disclosure Statement. A copy must be received by the College before the bid can be awarded. If the information on the form changes during the bid term, the vendor is required to submit a new form to the College.

Certification pursuant to Act Num. 2006-557 Alabama Law (SECTION 41-4-116, CODE OF ALABAMA 1975) provides that every bid submitted and contract executed shall contain a Certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or lease for use in Alabama are registered, collecting and remitting Alabama State and Local Sales, Use, and/or Lease Tax on all taxable sales and leases into Alabama.

BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO.2006-557. They are not barred from bidding or entering a contract pursuant to Section 41-4-116 and acknowledge that the awarding authority may declare the contract void if the certification is false. The awarded vendor must complete information related to Alabama Immigration Laws.

NON-RESIDENT VENDOR INFORMATION

Act Number 2001-637 of the 2001 Alabama Legislature which Act became effective on May 21, 2001, and is codified as Code of Alabama, Section 39-3-5, provides as follows:

"Section 1. In the letting of public contract in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident vendor domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts on the same basis as the nonresident vendor's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama 1975, be they corporate individuals or partnerships, are to be granted preference over nonresidents in awarding contract in the same manner and to the same extent as provided by the laws of the state of domicile on the nonresident.

Section2. A summary of this law shall be a part of the advertised specifications of all projects affected by this law."

QUALIFICATION STATEMENT

Offer to Coastal Alabama Community College, Bay Minette, Alabama

Shipment will be made within _____ working days after receipt of the purchase order.

Quotations are F.O.B. to

Coastal Alabama Community College,
1900 U.S. Highway 31 South,
Bay Minette, Alabama 36507

Payment Terms:

I certify that I have read all the Project Description, Background Information, General Information and Proposal Requirements, Specific Requirements and Legal Requirements and other Bid related Information sections of this bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for vendor. I agree to abide by all conditions of this bid request.

Name of Company (Please type or print)

Authorized Signature

Complete Mailing Address

Name (Please type or Print)

City, State Zip

Title (Please type or print)

Telephone Number

E-mail (please type or print)

Federal Tax ID Number

Non-Resident Vendor

If this is yes, please include preference given in the state of residence for in-state vendors when awarding contract. Yes _____ No _____

Minority Information

If this business is minority owned, please qualify below: (example- small, female owned business)

Financial Compensation Schedule

To reimburse the College for overhead and operating expenses incurred in connection with the bookstore and coffee shop; Vendor shall pay the College according to the following schedule:

A guaranteed minimum of \$ _____ per annum which shall be paid in monthly installments of \$ _____ on or before the 10th of each month, (first payment will be due on or before November 10, 2023) regardless of net sales or revenue.

In addition to the guaranteed minimum stated above a percentage of net sale shall be paid on the following:

Net Sales	Percentage to the College
\$000,000 - \$3,000,000.00	
\$3,000,001.00 - \$4,000,000.00	
\$4,000,001.00 - \$5,000,000.00	
All Sales in Excess of \$5,000,001.00	

FORBIDS

CERTIFICATION PURSUANT TO ACT NUM.2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557. THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT AWARING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

VENDOR/CONTRACTOR

DATE

LIST OF PREFERENCES

Nonresident bidders must accompany any written bid documents with a certified list of preferences and an opinion of an attorney at law in such nonresident bidder's state of domicile, as to the preferences; if any or none, granted by law of that state to its own business entities whose principal places of business are in the letting of any or all public contracts.

BID NO. 2023-0001

TO BE COMPLETED BY VENDOR

The vendor must complete the following and return this page with the attached forms.

1. I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price or to refrain from bidding or otherwise avoid the competitive bid process.
2. Bid items will be delivered to Coastal Alabama Community College at the specified location within _____ days after the receipt of purchase order.
3. Bid items will be completely installed within _____ hours after delivery to Coastal Alabama Community College (if applicable).
4. Bid prices are good for _____ days.
5. Terms: _____
6. Vendor or Name: _____
7. Mailing Address: _____
8. Phone Number: _____
9. Fax Number: _____
10. Signature of Bidder: _____

Sworn to and subscribed before me this _____ day of _____, 20_ _____.

Notary Public

SEAL:

My Commission Expires

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

**ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES
FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH
THE ALABAMA DEPARTMENT OF REVENUE**

Section 9 of Alabama Act No. 2011-535 entitled the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act” (<http://ago.alabama.gov/File-Immigration-AL-Law-2011-535>) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The attached Affidavit For Business Entity/Employer/Contractor and the entity’s E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify or at the Alabama Department of Homeland Security web site <http://immigration.alabama.gov>. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.

You may scan and e-mail your documents to: everify@revenue.alabama.gov or fax to (334) 353-8599.

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared _____
(print name)

who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

_____ *(state position)* for

_____ *(state business
entity/employer/contractor name)*

that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.*

_____ Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____ **Signature and Seal of Notary Public**

*(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)