

**MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT
Kingman, Arizona**

**COLLEGE BOOKSTORE OPERATIONS/MGMT.
(PHYSICALLY PRESENT)
RFQ 9-1213 A**

Responses will be received at:
The Office of the President
Care of Amy Curley
Mohave County Community College
Kingman Campus - Building 100
1971 Jagerson Ave
Kingman, AZ 86409

**Bids must be received at the above location by
2:00 PM Arizona time FEBRUARY 21, 2013**

All questions concerning this RFP should be in writing and mailed, emailed or faxed to:

Christine Van Vleet
Procurement Manager
Mohave County Community College
1971 Jagerson Avenue
Kingman AZ 86409
Voice: 928-757-0819
FAX: 928-757-0814
cvanvleet@mohave.edu

**This Request for Proposal creates no obligation on the part of the College to award a contract.
Mohave Community College reserves the right to reject any or all proposals or to cancel this
Request for Proposal in whole or part at any time.**

January 28, 2013

**Request For
Proposal
For
Operation/Management
of the
Mohave Community College
Bookstore**

Mohave County Community College District ("College" or "District") is seeking proposals from qualified firms for operation/management of the Mohave Community College Bookstore either through a physical presence on the campus locations or through an online bookstore.

Mohave Community College may elect to go with a physical presence, and online vendor, or a combination of both and may use one or multiple vendors for any combination that it finds to be in the best interest of the College.

The Mohave Community College Bookstore is currently contracted (i.e., operated and managed by a bookstore contract management firm.) The Bookstore consists of the following operations:

- Neal Campus Kingman Bookstore
- Lake Havasu City Campus Bookstore
- Bullhead City Campus Bookstore
- North Mohave Campus Bookstore

In addition, the Bookstore provides textbooks/course materials for the multiple Learning/Education Centers.

(Note: Throughout this RFP, the multiple Mohave Bookstore locations and programs are referred to collectively as the "Bookstore.")

RFP Timeline:

The RFP timeline of key dates is as follows:

RFP Issue Date	Monday, January 28, 2013
Proposals Due	Thursday, February 21, 2013
Proposal Review by Mohave	Friday, February 22, 2013
Presenter Notified	Friday, February 22, 2013
Presentations by Contractors	Friday, March 1, 2013 Times TBD
Intent To Notify Contractor	Monday, March 25, 2013

Proposal Receipt:

The deadline for receipt of sealed proposals is: **February 21, 2013 at 2:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Mohave Community College
Office of the President, Attn: Amy Curley
1971 Jagerson Ave
Kingman, Arizona 86409

Any proposal received after the date and time listed above will be returned unopened and will not be considered.

Proposal Copies:

Please provide three (3) copies of the proposal in addition to the original copy. See Section 8 for further information.

Questions And Requests For Additional Information:

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **February 8, 2013 at 2:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Buyer's name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Mohave Community College webpage listed below by **February 12, 2013 at 5:00 PM (Arizona Time)**:

Christine Van Vleet
cvanvleet@mohave.edu

Copies of the Request For Proposal, questions and answers, and any related documents are available on the Mohave Community College Website: **<http://www.mohave.edu/procurement>**.

The RFP will also be posted online at ProcureAZ and Public Purchase websites.

Purchasing Manager
Christine Van Vleet
1971 Jagerson Ave
Kingman, AZ 86409

Presentations:

After review of the Proposals, prospective contractors may be invited to make oral presentations on Friday, March 1, 2013.

General Information:

Your company's Proposal must remain in full effect and subject to acceptance by the College for one hundred twenty (120) days after the due date.

The College reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.

By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this Request For Proposals.

The terms "vendor", "proposer", "offerer", "firm", "consultant", "company" or "contractor" used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a Proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

NOTE: To simplify the College Administration's review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Section 4, "Technical Proposal Submittal Requirements" and Section 5, "Cost Proposal Submittal Requirements." In addition, the Non-Collusion Affidavit and the Conflict of Interest Disclosure must be completed and signed by an authorized company representative.

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Section 1 – Introduction

1. Invitation

Mohave County Community College District (“College” or “District”) invites your firm to submit a Proposal for Management and Operation of the Mohave Community College Bookstore. The College desires a full-service Bookstore that is a visible representation of the excitement and progress of Mohave Community College. Therefore, the College has initiated this Request For Proposal (RFP) process to determine if there is a creative and dynamic bookstore contract management firm capable of working closely with Mohave Community College to create a full-service Bookstore to serve the Mohave Community College community.

Elements of a full-service Bookstore at Mohave Community College include, but are not limited to, the following:

- Improving the Bookstore facilities and creating a dynamic, exciting retail environment
- Developing a proactive textbook/course materials market share strategy, including communicating and coordinating with faculty regarding the use of digital materials
- Providing easy access and multiple distribution channels for textbooks/course materials and general merchandise
- Providing excellent customer service
- Supporting the academic mission of Mohave Community College by providing a representative general book and reference department
- Assisting with promoting and branding Mohave Community College by offering a selection of emblematic clothing and gifts
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points
- Improving the Bookstore’s product selection by continually expanding and introducing new product lines
- Developing a comprehensive marketing and promotional strategy to reach students, members of the campus community, alumni, visitors, and friends
- Developing a comprehensive online/web strategy and mail order program
- Utilizing state-of-the-art technology (e.g., point-of-sale, inventory management, Web site, etc.) for Bookstore operations

2. Current Bookstore Operation

The Mohave Community College Bookstore is currently contracted (i.e., operated and managed by a contract management firm.) The Bookstore consists of the following operations:

- Neal Campus Kingman Bookstore
- Lake Havasu City Campus Bookstore
- Bullhead City Campus Bookstore
- North Mohave Campus Bookstore

In addition, the Bookstore provides textbooks/course materials for multiple Learning/Education Centers.

3. Proposal Evaluation Criteria

The criteria that will be used to evaluate Proposals include, but are not limited to, the following:
(Note: The following criteria are not in priority order.)

Customer Service

- "Fit" with the Mohave Community College community and a clear understanding of the mission of Mohave Community College
- Customer service program (i.e., commitment to provide excellent customer service)
- Program to provide continuous feedback to the Mohave Community College Administration regarding customer satisfaction levels

Financial Commitment / Capital Investment

- Financial return to Mohave Community College
- Financial projections
- Capital investment plans for the Bookstore facilities
- Contractor's financial stability and long-term financial viability

Management / Marketing Plan / Communication

- Ability to develop and implement an effective marketing plan
- Ability to serve the campus community by providing innovative and state-of-the-art retail Bookstore facilities
- Plan to promote and brand Mohave Community College by offering a selection of high quality logo/emblematic clothing and gifts at fair prices and multiple price points
- Plan to effectively market the Mohave Community College Bookstore(s) through multiple channels, including in-store marketing and the Mohave Community College Web site
- Support of student life/programming
- Management Reports to the College Administration on adoption compliance
- Sustainability Initiatives

Staffing / Personnel

- Staffing plan/personnel

Technology Plan

- Ability to provide an online textbook reservation and ordering programs.

Textbook Services

- Support of Mohave Community College's academic mission by providing textbooks and course materials in a timely, cost efficient manner
- Experience providing textbook/course materials services to similar sized multi-campus community colleges
- Program to provide the delivery of alternate course materials and/or alternate delivery options (e.g., digital course materials, digital textbooks, textbook rental programs, customized textbooks, custom published materials, course packs, etc.)
- Commitment to minimize textbook prices and retail prices of general merchandise, with an emphasis on maximizing value for Students
- Used Textbook Program: Ability to maximize the availability of used textbooks and to provide an effective textbook buyback program, including a 24/7 buyback program
- Textbook inventory management/sales history ordering

Miscellaneous

- Experience providing bookstore management services to colleges and universities, especially similar sized multi-campus community colleges
- Conformance to RFP specifications, requirements, terms, conditions, and provisions
- Online textbook adoption system

4. Description Of Pima County Community College District

Mohave Community College District, located in Mohave County, Arizona, is a multi-campus, Community Colleges in northwestern Arizona. The College is a two-year institution offering both occupational and traditional college courses, and awards many different degrees and certificates. The College's comprehensive curriculum includes credit courses, workforce development programs (Center for Training and Development), adult education special programs (GED), as well as corporate and community based non-credit instruction. Students attend classes at four major campuses.

5. Enrollment

The total full-time student equivalent (FTSE) enrollment figure for Fall 2011 was 3066. FTSE enrollment figures for each campus are as follows:

YEAR	NCK Campus	LHC Campus	BHC Campus	NMC Campus	Distance Education	TOTAL FTSE
Fall 2011	1525	1509	1815	254	2163	3066

6. **Academic Calendar**

Mohave Community College operates on a semester system with fall and spring semesters, and summer sessions. (See www.mohave.edu for a complete Academic Calendar.)

Section 2 – Description / Scope Of Bookstore Program

2.1 Operations

- a. The contractor shall have the right to operate the Mohave Community College Bookstore. However, the Mohave Community College Administration may authorize the sale of certain items by approved vendors, student groups, or by organizations of Mohave Community College.
- b. The contractor shall provide the Mohave community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, general books, reference books, supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, and other services expected from a full- service college bookstore.
- c. The contractor shall manage and operate the Bookstore located on the Neal Campus in Kingman, AZ.
- d. The contractor shall manage and operate the Bookstore located on the Lake Havasu City Campus in Lake Havasu City, AZ.
- e. The contractor shall manage and operate the Bookstore located on the Bullhead Campus in Bullhead City, AZ.
- f. The contractor shall provide textbook and course materials services to the College's current or future Learning Centers and/or distance learning/remote programs.
- g. The contractor shall manage and operate a full-service Web site / Mail Order program.
- h. Mohave Community College has the right to add or remove Bookstore locations if Mohave Community College deems such additions or removals are in the best interests of the College.
- i. The contractor shall provide, at its sole cost and expense, all vehicles and incur vehicle operating expenses necessary to provide the required services.
- j. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the College.
- k. The contractor shall withdraw from display or sale, any item or items that the College requests not be displayed or sold.

- l. Trash Removal / Recycling. The contractor shall be required to participate in any recycling program implemented at Mohave Community College. The contractor shall remove all trash and recyclable materials and place them in the proper Mohave Community College containers.
- m. The contractor shall provide a written Business Plan for the Mohave Community College Bookstore(s), which will be reviewed and updated with the Mohave Community College Administration on a quarterly basis. The Business Plan will include clearly defined metrics including, but not limited to, the following:
 - Sales per FTE student
 - Textbook sales per FTE student
 - Used textbook ratio
 - Length of checkout lines during Rush
 - Sales per square foot
 - Customer satisfaction

Metrics will be identified and goals will be established on an annual basis, and progress will be measured on a quarterly basis. The contractor's Regional Manager will meet with the Executive Vice President or designee on a quarterly basis to review the Bookstore's performance and to update the Business Plan.

- n. Bookstore Name. The name of the Bookstore will be the "Mohave Community College Bookstore."
- o. The contractor will utilize environmentally friendly practices when it is deemed efficient and effective by Mohave Community College.

2.2 Customer Service

- a. The contractor shall provide excellent customer service at the Mohave Community College Bookstore(s).
- b. The contractor will ensure that all Mohave Community College Bookstore employees wear nametags/identification tags.
- c. The contractor shall operate the Bookstore in a manner that reflects the image and reputation of Mohave Community College and supports the mission and vision of the College. The contractor shall become involved in the academic, cultural, and social environment of Mohave Community College, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of Mohave Community College.
- d. The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of Mohave Community College with respect to Bookstore services and merchandise.

- e. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results will be shared with the College Administration.
- f. Bookstore business hours will include Monday through Friday during the academic year and will be defined by the College in conjunction with the contractor. Business hours will be extended during the beginning of each semester and to support special programs and events as necessary. Changes to the defined hours of operation must be approved by Mohave Community College. During all business hours, including peak business hours and extended hours of operation, the contractor will staff the Bookstore adequately to provide the level of service required by Mohave Community College.

2.3 Staffing / Personnel

- a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Bookstore in accordance with the requirements established by Mohave Community College.
- b. Bookstore Manager/Director. The Bookstore Manager/Director assigned to each Bookstore location by the contractor must be approved in advance by Pima Community College. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, Pima Community College. Pima Community College expects management continuity (i.e., limited turnover of the Manager/Director) in order for the contractor to meet the expectations and requirements of Pima Community College.
- c. Student Employees. The contractor shall provide ample employment opportunities for Mohave Community College Students.
- d. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on Mohave Community College's premises, all employees, agents and independent contractors of the contractor shall comply with all applicable Mohave Community College policies and procedures. The contractor will be required to remove any such employee, agent, or independent contractor from Mohave Community College at Mohave Community College's request. In addition, Mohave Community College shall retain the right to require the contractor at any time to remove from Mohave Community College property any employee, agent, or representative of the contractor whose conduct, appearance, or performance reasonably deemed by Mohave Community College to be unacceptable.

- e. Equal Employment Opportunity Laws. Mohave Community College is an affirmative action employer and complies with all laws relating to Equal Employment Opportunity and Civil Rights, including the requirements of Executive Order 11246, as amended; section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. The equal opportunity clause of 41 CFR 60-1.4 and the affirmative action clauses of 41 CFR 60-250.4 and 741.4 are incorporated by reference herein as terms of this RFP. Furthermore, this RFP is issued upon the condition that the respondent complies with all of the aforementioned laws and regulations.

2.4 Textbooks / Course Materials

- a. The contractor shall be Mohave Community College's agent for the collection and compilation of the textbook list and for providing textbooks and course materials to Mohave Community College Students. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, course packs, software, and materials published or distributed electronically.
- b. The contractor, working with the faculty, shall make every effort to obtain early textbook adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Mohave Community College Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- c. The contractor shall provide sufficient quantities of course materials, textbooks, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the College. This includes textbooks and course materials for the Learning Centers.
- d. The contractor shall provide custom published materials (i.e., course packs), including the securing of copyright clearances in compliance with all copyright laws.
- e. The contractor shall provide textbook and course materials services to the College's current and/or future distance learning programs.
- f. Textbook adoption forms, whether received in paper form, electronically, or otherwise, provided to the contractor by Mohave Community College's Faculty or Staff are the property of Mohave Community College. The contractor will provide copies of textbook adoption forms to Mohave Community College within forty-eight (48) hours of Mohave Community College's request for copies of such adoption forms.
- g. The Contractor will be expected to comply with and assist the College in ensuring compliance with the requirements of current and future legislation pertaining to textbook/course materials, including all requirements of the Higher Education Opportunity Act of 2008 and with all requirements of the Arizona Revised Statutes. (See, <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=15>, for details, including 15-1891, which pertains to specific course materials requirements.)

2.5 **Pricing Policies**

- a. The College is extremely committed to making textbooks and course materials affordable to Mohave Community College Students.
- b. The contractor shall adhere to the following textbook pricing policy:
 - "List-Priced" new textbooks will be sold at list price.
 - "Net-Priced" new textbooks will be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials will be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - "Pre-Priced" new textbooks will be sold at no higher than the pre-price.
 - Used textbooks will be sold at no higher than seventy-five percent (75%) of the current new textbook price.
 - Course packs and custom published materials (i.e., materials requiring copyright permissions) will be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - There will be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The above formulas will be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook.)
- c. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price, at prices competitive in the local area and competitive in the college bookstore industry.
- d. The contractor shall sell all other merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The contractor will make a significant effort to provide emblematic/logo merchandise at multiple price points.
- e. Mohave Community College has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

2.6 Used Textbook Program

- a. **Used Textbook Availability.** Pima Community College is extremely committed to providing a strong used textbook program in order to reduce the costs of textbooks to Pima Community College Students. The contractor will make a significant effort to maximize the availability of used textbooks for purchase by Pima Community College Students.
- b. **Buyback.** The Bookstore will buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore will pay the student during buyback not less than 50% of the original new retail textbook price. If a textbook was purchased used and has been readopted, then the Bookstore will pay the student during buyback not less than 50% of the original used retail textbook price).

Textbooks that have not been adopted for an ensuing semester will be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.

- c. **Desk Copies.** Mohave Community College prohibits the purchase and sale of complimentary/desk copies by the Bookstore.

2.7 General Merchandise

- a. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer supplies, computer peripherals, general books, reference books, general merchandise, novelty gifts, school supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, and other services expected from a full-service college bookstore.
- b. The contractor will promote and brand Mohave Community College by offering a selection of emblematic clothing and gifts. The contractor will provide exceptional value to Mohave Community College customers by offering high quality products and services at fair prices and multiple price points. The contractor will continually expand and introduce new product lines.
- c. **Web Site.** The contractor shall be required to maintain a full-service Bookstore Web site featuring a selection of Mohave Community College emblematic merchandise.
- d. **Licensing Program.** The contractor shall ensure that all vendors used by the contractor adhere to Mohave Community College's use of logo approval requirements.
- e. **Class Rings/Graduation Merchandise.** The contractor shall sell class rings in the Bookstore and shall manage the graduation regalia program, including sales of graduation gowns and accessories to Mohave Community College Students and rental of graduation regalia to Mohave faculty and staff.

2.8 Tender Types / Discounts/ Website

- a. **Tender Types.** At a minimum, the contractor shall accept cash, personal checks, major credit cards, Bookstore gift cards, Bookstore gift certificates, bank debit cards, the Campus Card (future), Department Charge Cards, and financial aid account charges. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions. The contractor must also comply with all PCI requirements in regards to the hardware used to accept and process debit and credit card transactions.
- b. **Campus Card.** The contractor will provide at its expense the hardware, software, and interfaces necessary in order to accept any future Campus Card at the Bookstore.
- c. **Purchasing Card / Department Charges.** Pima Community College Departments will be allowed to charge department purchases at the Bookstore. Mohave Community College Departments shall receive a discount from the Bookstore on purchases of all office supplies.

The Bookstore will bill Mohave Community College Departments for all authorized department purchases.

- d. **Faculty / Staff Discounts.** Full-time Mohave Community College Faculty and Staff will receive a discount from the Bookstore on purchases of all merchandise, with the exception of textbooks.

- e. Web Site. The contractor shall provide and maintain a Web site for the Mohave Community College Bookstore. The Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the Mohave Community College Bookstore Web site, including products sold (whether by the contractor or by a third party vendor), links to and/or from the Mohave Community College Bookstore Web site, and advertising accepted shall require the College's prior written approval.

The Web site shall include a consolidated feature that allows students to order textbooks with ease for courses taken at multiple campuses or at a single campus depending upon their textbook/course material needs.

2.9 Financial Reporting

- a. On a monthly basis, the contractor will submit a sales report to the Mohave Community College Administration, including sales by category and total sales for the Bookstore. On an annual basis, the contractor will submit a detailed Bookstore financial statement to the College. At a minimum, the Bookstore financial statement will include the following:
 - Sales by Category/Department for all locations
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Rent/Commission Paid to the College
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Other metrics as defined as part of the Bookstore Business Plan
- b. The contractor will provide Mohave Community College with a copy of its company's audited financial statement on an annual basis.

2.10 Facility Investment

- a. Facility Investment. The Mohave Community College Bookstores, as described in Section 2 will remain in their current locations. The contractor will be required to provide state-of-the-art retail bookstore facilities throughout the term of the contract.
- b. The facility investments for the Bookstore must meet Mohave Community College standards; must be approved in advance by the College; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor. Any third party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by the College.

- c. Accounting Of Facility Investment. The contractor will provide the College with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.

2.11 Mohave Community College Obligations

- a. The College will provide the contractor with:
- Bookstore, office, and stockroom facilities
 - Access to campus web services, telephone services, and voice answering system
 - Security service for the Bookstore provided by Mohave Community College in the same manner provided for other Mohave Community College buildings
 - Utilities, electricity, HVAC, etc.

2.12 Contractor Obligations

- a. The contractor will provide the following as part of its management and operation of the Bookstore:
- Vehicle(s) necessary for the operation of the Bookstore (if any).
 - Cleaning and Maintenance. Proper maintenance (to the satisfaction of Mohave Community College) of the interior of the Bookstore (all locations), including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
 - Emergency Key. An emergency key to be left with the Mohave Community College Administration.
 - Internal Security. The contractor shall collaborate with the Mohave Community College Administration and the Human Resource Department concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The College expects the contractor's first point of contact with regard to security and safety issues for the Bookstore will be the Mohave Community College Office of the Dean and/or Mohave Community College Administration.
 - ADA Requirements. The contractor shall meet the Bookstore needs of handicapped students and all ADA requirements.

Section 3 – Technical Proposal Submittal Requirements

(Note: To simplify the College's review process, the format for all Proposals must be consistent with the information requested below.)

3.1 Company History And Background

- a. Please provide your company's qualifications and experience in managing college/university bookstores. Please describe your company's experience serving large multi-campus community colleges.
- b. Please provide a client list that includes length of service, sales volume, and the name and telephone number of the college or university administrator responsible for the bookstore. Please identify at least five (5) clients with bookstores similar in nature to the Mohave Community College Bookstore.
- c. Discontinued Client List. Please provide a list of all college and university accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the college or university administrator responsible for the bookstore.
- d. Please include your company's audited financial statements for the past two (2) years.

3.2 Operations

- a. Please describe your company's management/operations plan for operation of the Mohave Community College Bookstores at the following locations:
 - Neal Campus Kingman Bookstore
 - Lake Havasu City Campus Bookstore
 - Bullhead City Campus Bookstore
 - North Mohave Campus Bookstore
- b. Please describe your company's management/operations plan for the Community Campus and for the multiple Learning/Education Centers.
- c. Please describe your company's management/operations plan for operation of the Mohave Community College Bookstore Web site.

3.3 Customer Service

- a. Please describe in detail how your company will provide excellent customer service at the Mohave Community College Bookstore.
- b. Please describe the methods your company will use to obtain regular feedback from Community College Bookstore customers to ensure a high level of customer satisfaction.

- c. Please describe your company's customer service training program for the Community College Bookstore Staff.
- d. Please describe your refund policy for course materials, new textbooks, used textbooks, bundled packages, course packs, etc., and general merchandise.
- e. Please describe your proposed hours of operation for the Mohave Community College Bookstore. *(Note: At a minimum, the contractor must adhere to the hours of operation as outlined below. Hours of operation are extended during Rush and for special events. Regular hours are also slightly modified during the summer months.)*

Neal Campus Kingman –

Lake Havasu City Campus –

Bullhead City Campus -

3.4 Staffing / Personnel

- a. Please provide your company organization chart.
- b. Please provide your proposed organization chart, staffing plan, and reporting structure for the Mohave Community College Bookstore.
- c. Please describe your company's:
 - Personnel policies
 - Hiring policies. Please include your company's required qualifications for the Manager/Director at the Mohave Community College Bookstore.
 - Compensation program, including incentive programs, etc.
 - Benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
- d. Please provide your company's employee retention rates for full-time employees.
- e. Please describe your company's educational and training programs.
- f. Please describe your company's corporate support services and regional management support.
- g. Please describe your company's transition plan for changing contract management firms, if applicable.

3.5 Textbooks / Course Materials

- a. Please describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Please include your plans to develop strong relationships with faculty and your plans to market/promote textbooks to students.
- b. Please describe in detail the textbook/course materials services and programs that your company will provide to Mohave Community College Faculty and Students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
- c. Please describe your company's plans to deal effectively with the changing types of course materials and changes to the delivery of course materials, including digital course materials, digital textbooks, textbook rental programs, etc.
- d. Please describe your company's custom publishing/course pack program.
- e. Please describe your company's plans to provide textbook/course materials services to the College's current or future Learning Centers and/or distance learning/remote programs.

3.6 Pricing Policies

- a. Please describe your pricing policies for textbooks and course materials and explain your company's plans to address the pricing concerns of students at Mohave Community College.
- c. Please describe your pricing policies for general (all other) merchandise and explain your company's plans to address the pricing concerns of students at Mohave Community College.

3.7 Used Textbook Program

- a. Please provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buyback prices that are greater than wholesale prices. Please include your estimated used textbook ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of operation of the Mohave Community College Bookstore.

3.8 General Book Program

- a. Please describe your company's general book program and your plan to ensure that the general book program supports the academic programs of Mohave Community College.

3.9 General Merchandise And Marketing

- a. Please describe your plans for new or expanded product lines or services to be offered at the Mohave Community College Bookstore, including an emphasis on products and services that will meet the needs of Mohave Community College.
- b. Please provide a detailed description of your plan to implement the sales of Mohave Community College emblematic/logo merchandise, clothing, and gifts. Please describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's Web site.
- c. Please describe your company's plan to market and sell school and office supplies, computer peripherals, computer supplies, and computer software.
- d. Please describe your company's plan to market and sell class rings and graduation regalia.
- e. Marketing / Advertising Plan. Please describe your company's marketing/advertising plan for the Mohave Community College Bookstore(s).

3.10 Tender Types

- a. Please describe the tender types your company will accept at the Mohave Community College Bookstore. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 2.8 of this RFP.)*

3.11 Financial Projections

- a. Financial Projections. Please provide financial projections for the first three (3) years of operation of the Mohave Community College Bookstore. Projections must include the following:
 - Sales by Category/Department for each Bookstore
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
 - Rent/Commission to Mohave Community College
 - Profit/Loss

3.12 Technology

- a. Please describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the College, the Mohave Community College Bookstore, and the campus community.
- b. Please describe your company's plan to work with the College to implement a Campus Card in the Bookstore.
- c. Web site / E-Commerce Plans. Please include a detailed description of your company's plans to offer the following:
 - Textbook reservation program
 - Online textbook ordering program
 - Online textbook adoption program
 - Ordering program for general merchandise (i.e., emblematic clothing and gifts).
 - Registration integration program

3.13 Additional Information

- a. Please provide the College with other information you feel is pertinent.

3.14 Exceptions To The RFP

- a. Please identify any exceptions to the RFP that are included in your Proposal. (Note: One of the College's evaluation criteria as outlined in Section 1 of this RFP is "Contractor's conformance to RFP specifications, requirements, terms, conditions, and provisions.")

Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

Section 4 – Equipment Use

4.1 Furniture, Fixtures, And Equipment

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the termination of the contract, the contractor will return any furniture, fixtures, and equipment to the College in the same condition as at the commencement of the contract, excepting normal wear and tear. Any furniture, fixtures, and equipment in the Bookstore which the contractor decides to no longer utilize in the operation of the Bookstore shall be turned over to the College.

Section 5 – Contract Terms And Conditions

5.1 Term

- a. The term of the contract (to be prepared by the College and signed by the College and the selected contractor) will be for approximately three (3) years, beginning July 1, 2013, and ending June 30, 2016. The contract shall be renewable at the end of the initial three years for periods of two years, unless the College provides the contractor with one hundred twenty (120) days written notice of non-renewal prior to the expiration of the term or renewal term.

5.2 Termination

- a. The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of a bookstore serving Mohave Community College. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the College's selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the College to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then the College may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. The College may terminate the contract at any time by providing the contractor with one-hundred twenty (120) days written notice.

5.3 Contract Administrator

- a. The College's Executive Vice President or designee will be the Contract Administrator for any Agreement that results from this Request for Proposals. The individual will be the point of contact at Mohave Community College for day-to-day operations.

5.4 Assignment Of Contract

- a. The contractor will not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the College, and then only subject to such conditions as the College may prescribe.

5.5 Compliance With All Laws

- a. The contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

5.6 Governing Law

- a. The governing law for this contract will be Arizona.

Section 6 - Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the Office of the President by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

The firm must submit one original copy of the proposal (clearly marked "Original") as well as the required number of additional copies (clearly marked "Copy") specified in Section 2 of this proposal.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm's proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Response to Scope of Work

Responses must be clear and thorough, concise, and written in plain, easy to understand language.

To simplify the College Administration's review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Sections 3, "Technical Proposal Submittal Requirements". In addition, the Bid Form must be signed by an authorized company representative.

3. Appendix

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.
- b. Audited financial statements for the past two (2) years (at minimum an Income Statement, Cash Flow Statement, and Balance Sheet are required) (All financial materials submitted will be handled as confidential to the extent possible by law).
- c. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past three years as it may relate to the successful completion of this Project.
- d. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- e. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.

Section 7 –Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Award.

Selected vendors may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the vendor.

Proposals will be reviewed by a selection committee and will be evaluated based on the criteria identified in Section 1 of the RFP.

Section 8 – Terms And Conditions

1. **Proposal Opening.** Proposals are opened publicly in the Office of Administration. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. Only the names of the submitting firms shall be publicly announced at the proposal opening. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries. The list of firms or persons submitting proposals is available to anyone who submitted a proposal by sending a written request to the Purchasing Director.
2. **Effective Period of Proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for one hundred and twenty (120) days after the proposal due date and time. Any firm who does not agree to this condition shall specifically communicate such disagreement in its proposal to the College, along with any proposed alternatives. The College may accept or reject such proposed alternatives without further notification or explanation.
3. **Alternate Offers.** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of purchase.
4. **Inquiries/Questions.** Only questions answered by a formal written amendment to the RFP will be binding. Firms may only submit written questions via e-mail as noted on page 1. Oral interpretations or clarifications will be without legal effect.
5. **Addenda.** Any change to the proposal will be in the form of a numbered addendum issued by the Purchasing Manager's office. Any addendum will be posted on the College's webpage listed on page 1 of this RFP, and shall be furnished to all who received a paper copy of the RFP from the College. Other than official numbered addenda issued by the office of the Purchasing Director, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this RFP are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
6. **Withdrawal.** Proposals may be withdrawn until the date and time of the proposal opening. Proposals may not be withdrawn for one hundred twenty (120) days after the proposal opening.
7. **Cancellation.** The College may cancel an RFP in whole or in part if it is determined to be in the best interest of the College.
8. **Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all proposals or any part(s) thereof, and/or to accept any proposal or any part thereof and/or to cancel the request for proposal. The College also reserves the right to reject the proposal of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the proposal.

9. **Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFP shall become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor and will be returned to the vendor, after the award upon request.
10. **Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be packaged separately from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. If such restriction impedes the consideration of the firm's proposal, the Purchasing Manager may disqualify the proposal.
11. **Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
12. **Pre-proposal Conference.** If scheduled, the date and time of a pre-proposal conference is indicated on page 1 of this document. Attendance at this conference, if mandatory, if so noted. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstandings. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this RFP. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on page 1.
13. **Proposal, General Provisions.**
 - a. **Offer and Acceptance.** A response to the RFP is an offer to contract with the College based on the provisions contained in the RFP. An authorized signature on the cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which shall incorporate this RFP.
 - b. **Cost of Preparation.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal shall be entirely the responsibility of the contractor and does not commit Mohave County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.

c. **Accuracy.** It is the responsibility of all firms to examine the entire RFP document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal and may result in rejection.

14. **Waiver of Damage Claim.** Each firm, in submitting a proposal, is deemed to have waived any claims for damages by reason of the selection of another proposal and/or the rejection of his/her proposal.
15. **Responsibility for Compliance with Legal Requirements.** The contractor shall comply with all state and federal laws applicable to its operations.
16. **Law Forum.** A contract resulting from this RFP shall be governed, and the College and contractor shall have all remedies afforded to each, by the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
17. **Non-discrimination.** During performance of a contract, the vendor will comply with provisions of the Civil Rights Act of 1964, Executive Order No. 11246 of September 24, 1965; rules, regulations and relevant orders of the Secretary of Labor and all applicable Municipal, County and State laws.
18. **Americans with Disabilities Act.** The contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
19. **Confidentiality.** The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the College, the contractor shall not publish, reproduce or otherwise divulge such information in whole, or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, to those employees on staff who must have the information on a "need-to-know" basis, and the contractor agrees to immediately notify the College, in writing, in the event it is determined, or there is reason to suspect, a breach of confidence has occurred. Execution of a confidentiality agreement will be required of the successful contractor.

Section 9 – Indemnification and Insurance Requirements

1. Indemnification

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the College, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor's duty to defend, hold harmless and indemnify the College, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The contractor shall hold the District, its officers and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.

2. Insurance Requirements

The contractor, at contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a minimum current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of this Contract.

The contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the College shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the College.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the College under such policies. The contractor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise the contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the contractor from, or be deemed a waiver of the College's right to insist on, strict fulfillment of contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insured.

3. Required Coverage:

a. General Liability

The contractor shall maintain and cause any subcontractor to maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

b. Workers' Compensation

The contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$2,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the contractor.

c. Certificates of Insurance

Prior to commencing Services under this contract, contractor shall furnish the College with Certificates of Insurance, or formal endorsements as required by the Contract, issued by contractor's insurer(s), as evidence that the policies provide the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid or proposal serial number and title.

d. Cancellation and Expiration Notice

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.

RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the vendor to submit complete and compliant proposals.

- ☐ **Cover Letter**
- ☐ **Qualifications**
- ☐ **Technical Proposal**
- ☐ **Cost Proposal**
- ☐ **Non-collusion Affidavit**
- ☐ **Conflict of Interest Disclosure**

(must be completed by contractor)

STATE OF:)
COUNTY OF:)ss)

(Name of Individual)

being first duly sworn upon oath deposes and says:

That he/she is

(Title)

of _____
(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me
this _____ day of _____ 20_____

(Signature)

My commission expires: _____

If by a Corporation (Seal)

Notary Public

Conflict of Interest Disclosure

All vendors must disclose with their proposals the name of any officer, director or agent who is also an employee of the College or any of its agencies. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest in the vendor or any of its branches.

Employee Name	Description of Conflict of Interest