

STATE OF NORTH CAROLINA

Haywood Community College

Request for Proposal #: 101-HCC2026-04

Bookstore Management Services

Date of Issue: December 19, 2025

Proposal Opening Date: January 23, 2026

At 2:00 PM ET

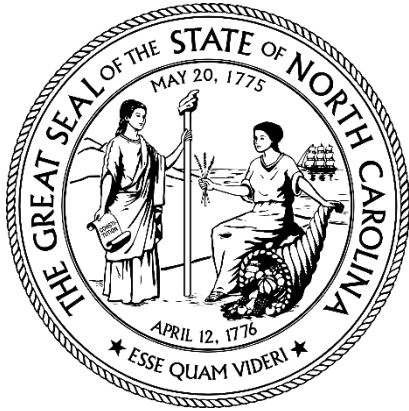
Direct all inquiries concerning this RFP to:

Jacqueline Maurer

Purchasing Technician

Email: jkmaurer@haywood.edu

Phone: 828-627-4605



STATE OF NORTH CAROLINA

Request for Proposal

101-HCC2026-04

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://evp.nc.gov/SignIn>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Division of Haywood Community College	
Refer <u>ALL</u> Inquiries regarding this RFP to: <i>Jacqueline Maurer, Purchasing</i> <i>jkmaurer@haywood.edu</i>	Request for Proposal #: 101-HCC2026-04
	Proposals will be publicly opened: January 23, 2026, at 2:00 PM ET
Using Agency: Haywood Community College	Commodity No. and Description:
Requisition No.: N/A	958-13 Bookstore Management 801615 Management Support Services

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: 101-HCC2026-04

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Haywood Community College)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to solicit Offers from qualified firms to provide campus onsite and online Bookstore Management Services for Haywood Community College (hereby referred to as HCC or the College).

Haywood Community College is a member of the North Carolina Community College System. HCC is a two-year public institution that serves the educational needs of a rural area in the southern region of the United States. Established in 1965, HCC has grown to become an integral part of the local community, offering a diverse range of academic programs and workforce development opportunities.

HCC caters to a wide demographic, including recent high school graduates, working professionals, and adult learners seeking career advancement or skills enhancement. HCC offers various associate degree programs in fields such as business, health sciences, engineering, education, and more. Additionally, the college provides diploma and certificate programs designed to prepare students for specific careers or to transfer to four-year institutions.

One of HCC's strengths lies in its commitment to workforce development. The college collaborates closely with local industries and businesses to offer training programs tailored to meet the needs of the regional workforce. Through partnerships with employers, HCC strives to equip students with the skills and knowledge required for success in their chosen professions.

HCC emphasizes community engagement and outreach, participating in various initiatives and events that benefit the local area. The college actively contributes to the economic and social development of the region by preparing skilled graduates and supporting community initiatives.

The intent of this solicitation is to award an Agency Contract to a single vendor to provide bookstore services.

1.1 CONTRACT TERM

The Contract shall have an initial term of 3 years, beginning on the date of final Contract execution (the "Effective Date"). The College reserves the right to extend the Contract at the end of the 3-year term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the College determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The College may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the College rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The College may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The College will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	College	Friday, December 19, 2025
Submit Written Questions	Vendor	Wednesday, January 7, 2026, by 5:00 PM
Provide Response to Questions	College	Wednesday, January 14, 2026, by 5:00 PM
Submit Proposals	Vendor	Friday, January 23, 2026, by 2:00 PM
Required Demo/Interview	Vendor	TBD
Contract Award	College	TBD

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to jkmaurer@haywood.edu by the date and time specified above. Vendors should enter “RFP # 101-HCC2026-04: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the College’s response, and any additional terms deemed necessary by the College will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the College rejecting Vendor’s proposal, in the College’s sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing **all Specifications of this RFP and Sections 4.7.5 VENDOR BACKGROUND CHECK AGREEMENT and 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**
- f) Completed version of ATTACHMENT A: PRICING PROPOSAL
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the College shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the College’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the College reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the College to do so.

The College reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the procurement lead named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

Haywood Community College will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the College reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the College.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public

inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the College will make award(s) based on the evaluation and post the award(s) to the State’s eVP website, <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the College.

The College reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the College.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the College:

Points	Criteria	Summary
15	Financial Consideration	Financial return to Haywood Community College facility investment, financial stability
25	Technology Plan	Digital Content Delivery, LMS integration, standardizing on a single eReader platform for most publisher content, SIS integration, POS, e-commerce, security, ease of use, accessibility compliance
10	Management Plan	Operations model, sales growth, marketing, staffing, faculty engagement
30	Customer Service/Pricing	Feedback/CSAT program, issue resolution, Equitable Access Model, and pricing
20	Experience/Reputation/References	Similar higher-ed bookstore operations, tenure, and reputation
100	Total	

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the College may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the College:

- a) Total cost to the College
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the College’s information and intellectual property

- e) Availability of pertinent skills
- f) Ability to understand the College’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the College’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the College; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the College will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the College’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the College exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the College to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

The proposal price shall constitute the total cost to the College for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.1.1 IMPORT TARIFF TEMPORARY SURCHARGE

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The College is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.1.2 GENERAL TEXTBOOK AFFORDABILITY / PRICING METHODOLOGY

- A. Textbook Affordability: The College is extremely committed to making textbooks/course materials affordable to students. The Contractor’s textbook/course materials pricing methodology should be innovative in support of this goal.
- B. Pricing Policy-Textbooks/Course Materials: The contractor shall adhere to the following textbook/course materials pricing policy for students who do not participate in Day One Access programs:
 - a. "List-Priced" new textbooks shall be sold at no higher than list price.
 - b. "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - c. "Net-Priced" new textbooks shall be sold at no higher than a gross profit margin that reflects competitive industry rates.
 - d. "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, access codes, etc., bundled together) shall be sold at no higher than a gross profit margin that reflects competitive industry rates.

- e. Course-related supplies (e.g., auto kits, nursing kits, uniforms, welding materials, etc.) shall be sold at no higher than a gross profit margin that is equal to or less than the markup for textbooks.
- f. Digital course materials sold by publishers to the contractor at net-price shall be sold by the College Store at no higher than proposed gross profit margin that reflects competitive industry rates.
- g. Used textbooks shall be sold at no higher than a proposed gross profit margin that reflects competitive industry rates.
- h. Course packs and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a proposed gross profit margin that reflects competitive industry rates.
- i. New rental textbooks shall be rented at no higher than a proposed gross profit margin that reflects competitive industry rates.
- j. Used rental textbooks shall be rented at no higher than a gross profit margin that reflects competitive industry rates.

C. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., the above formulas shall be applied to the actual price listed on the publisher's invoice to determine the selling price of a particular textbook/course material).

D. Pricing Policy-General Books: 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.

E. College Audit Rights. The College has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices, meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow the Purchasing Agency to verify pricing at the point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The College is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the College within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is the College's policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the College's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the College. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting College entity. HCC may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal. The College may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal. Preference will be given to favorable North Carolina community college reference.

4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the College.

4.7.1 GENERAL INFORMATION

It is the policy of the College to provide a safe environment for College employees to work. Due to the Contract requirements, the College requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out-of-state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The College may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the College may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.7.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the College:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceedings, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the College within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by College employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by College employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on College property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the College within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with these background check requirements, any Vendor's performance bond could be used to complete these Services.

4.7.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective, and for performing any Services on College property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
 - 1. Original unaltered criminal background check from the organization providing the background check.
 - 2. The background check provider’s company name, company mailing address, and contact phone numbers.
 - 3. The full name of the individual, which matches the government issued photo ID.
 - 4. The current address of individual being checked.
 - 5. The date the criminal background check search was conducted.

4.7.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the College in order to perform Services under this Contract:

YES NO

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the College. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The College will approve or disapprove the requested substitution in a timely manner. The College may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the College may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 STAFFING REQUIREMENTS

- Staffing: The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of full-service onsite and online Bookstores in accordance with the requirements established by the College.
- Organization Chart/Staffing Level: The Contractor shall present its organization chart/staffing level to the College for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service.
- Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the College.

- Managers: The Managers assigned to the Bookstores by the Contractor must be approved in advance by the College Administration. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, the College. The College expects management continuity (i.e., limited turnover of the Managers) for the contractor to meet the expectations and requirements of the College.
- Student Employees: The Contractor shall look to fill employment opportunities with students, when appropriate.
- 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 premises, all employees, agents, and independent contractors of the contractor shall comply with all applicable College policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from the College at the College’s request.
- ADA: The Contractor shall comply with the Americans with Disabilities Act (ADA).
- Employment Laws: The contractor shall **comply with all state and federal employment requirements.**

4.10 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the College under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

This RFP outlines the comprehensive scope of work, requirements, and specifications for the management and operation of the College’s campus onsite and online College Store, with the aim of meeting the outlined goals and ensuring optimal service delivery to students, faculty, and staff.

Services Include:

1. Stock, display, and sell course materials (new/used/rental/digital) and required supplies/tools per departmental designee(s).
2. Offer general merchandise (books, soft goods, stationary, gifts, clothing, jewelry, etc.) consistent with institutional standards.
3. Manage disposition of surplus/distress merchandise.
4. Provide special order services for students/faculty/staff with earliest possible delivery.
5. Provide departmental charge sales.

Overall Goals:

1. Improve textbook/course materials affordability for students through fair pricing of high-quality materials and merchandise and fair buy/back.
2. Lead the transformation from traditional textbooks to digital course materials
3. Provide world-class customer service to faculty, staff and students
4. Provide skilled and professional individuals to assure quality performance of duties
5. Obtain specified course materials and supplies, both required and recommended prior to the opening of each term.
6. Optimize the financial contribution to the College while achieving the qualitative and service goals.

5.2 SPECIFICATIONS

Product Categories, Current/Anticipated: New/used textbooks, computers, e-books, subscriptions, school/personal supplies, clothing, software, greeting cards, specialized program supplies including, but not limited to, cosmetology and nail tech kits, nursing uniforms/patches/pins, graduation caps/gowns, engineering kits, and other items subject to approval.

For an onsite Bookstore proposal operated by the Vendor, it shall be operated in the space used by the current bookstore vendor. The vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the bookstore. All renovations and finishing out, including color selections is subject to prior written approval from the College. The vendor shall not renovate or change the structure of the bookstore without prior approval of the College. The College will provide all utilities to the space used by the Vendor including heat, light, utilities, and air conditioning as are reasonably required for operation of the bookstore. Vendor Bookstore employees will be provided access to parking lots utilized by the College employees. The awarded vendor shall provide property and casualty insurance covering the Vendor's equipment and other personal property in the bookstore. The Vendor shall cooperate with the College's Campus Police and with other College officials in the provision of security for the bookstore.

Customer Service:

- **Customer Service Expectations:** The Vendor shall provide excellent customer service at the College Store. The expectation is for knowledgeable and courteous employees who are solution oriented. Excellent customer service is critical to the success of our students. The Vendor shall be responsible, at its sole cost and expense, for employing all personnel necessary for the efficient operation of a full-service bookstore. Managers assigned to the College bookstores must be approved in advance by the College administration. Subsequent changes in assignments will be made by the Vendor only after prior consultation with, and approval by, the College.
- **Image of the Bookstore:** The Vendor shall operate the bookstores in a manner that reflects the image and reputation of the College and supports the mission of the College. The Vendor shall become involved in the opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of each institution, and, where and when appropriate, creating temporary selling points at various sites around the campuses in connection with special events and programs.
- **Customer Feedback:** The Vendor 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 shall be shared with the College Administration for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.

Operations:

- **Store Names:** The name of the College Store is to be determined by the institution. The Vendor may recommend alternative names to the College.

- Right to Operate Bookstores: The vendor shall have the right to operate the College Store. However, the College Administration may authorize the sale of certain items by approved vendors, student groups, or by organizations of each institution.
- College Authority Regarding Product Offerings. The Vendor shall withdraw from display or sale, any item, or items, which the College requests not to be displayed or sold.
- College Rights Re: Bookstore Locations. The College has the right to add or remove Bookstore locations if the College deems such additions or removals are in the best interest of the institution.
- Website/Social Media: The Vendor shall manage and operate a full-service Website, and social media program on each campus.
- Trash Removal/Recycling: The Vendor shall participate in the College's recycling program. The Vendor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on each campus.
- Reporting Requirement: The Vendor shall report to the Vice President of Business Operations/Chief Financial Officer, or designee, for matters pertaining to the College Store. The vendor's Regional Manager will meet with the Vice President of Business Operations/Chief Financial Officer, or designee, on a quarterly basis, at a minimum, to review performance.
- Licensing, Permits, Taxes: The Vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the College Store provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

Bookstore Hours:

- The Vendor shall operate the bookstore on a schedule that will be convenient to students, faculty, and the College community. Currently, operating hours, are as follows:
 - Monday through Thursday: 8 a.m. to 5 p.m.
 - Friday: 8 a.m. to 4 p.m.
- Other operating hours may be required by the College to accommodate special events. Registration is a special event. Bookstore changes in the operating hours described above shall be approved by the College. The Vendor shall expand hours of operation to accommodate registration.
- Summer hours may vary.

Equitable Access:

Provide detailed features and pricing for an Equitable Access model. Haywood Community College prefers Vendors with an owned virtual reader supporting **single sign-on (SSO) via Microsoft Entra ID**. Proposals should emphasize the importance of **Day 1 delivery of content** to ensure all students have required materials on the first day of class. Vendors should also describe their **analytics capabilities** to support faculty and administrators with insights into student engagement and content usage.

Accessibility (ADA / Section 504 / Section 508) (ADA / Section 504 / Section 508):

Vendor shall comply with the Americans with Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973. Vendor must, at a minimum, demonstrate compliance with WCAG 2.1 A standards at contract start. Vendor shall provide an accessibility statement and ongoing updates demonstrating continued compliance.

Refunds & Buyback:

- Minimum: refunds/exchanges within 15 days of purchase for textbooks in new condition with receipt and coding.
- Post/store clear policies for refunds, buybacks, and exchanges.

Payment Types/Discounts:

- Payment Types: At a minimum, the Vendor shall accept cash, personal checks, major credit cards, scholarship charges/vouchers, third-party agency charges shall be invoiced directly by the Vendor, and financial aid account charges/vouchers. The Vendor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions, and third party charges that will be invoiced by the Vendor. Financial aid account charges/vouchers must integrate with Ellucian Colleague R18 using our existing Trimdata FA~Link or another verified Ellucian partner solution.
- Department Charges: Departments shall be allowed to charge department purchases at the College Store. Department purchases shall receive a minimum of a twenty percent (20%) discount, with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.
- Faculty/Staff Discounts: Faculty and staff shall receive a minimum of a ten percent (10%) discount, with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.

Technology:

- Technology Investment: The Vendor shall provide state-of-the-art technology (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with Web site, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service.
- Website: The Vendor shall provide and maintain a website for the College Store. The website shall conform to the College's design guidelines and link to and from the College's website. The College Store website shall include, but not be limited to, the ability for customers to order and reserve textbooks, order general books and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the College Store website, including products sold (whether by the vendor or by a third-party vendor), links to and/or from the College Stores website, and advertising accepted, shall require the College's prior written approval.
- PCI Compliance: To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant. The vendor shall provide annual PCI certification documentation.
- Customer Data: Customer data shall not be shared or sold by the vendor without the express written approval of the customer. The Vendor shall notify the College promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Vendor shall, within one day of discovery, report to the Colleges any use or disclosure of customer data not authorized in writing by the customer. The Vendor's report to the Colleges shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the Vendor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the College. The above provisions shall be extended by contract to all subcontractors used by the Vendor who are provided access to customer data by the Vendor.

Facilities/Equipment/Campus Store Renovations:

- The Vendor shall have the option to use the existing furniture, fixtures, and equipment located within the College Store that are owned by the College at the commencement of the contract. Any College owned furniture, fixtures, and equipment in the College Store which the Vendor decides to no longer utilize in the operation of the College Store shall be turned over to the College.
- The Vendor shall be responsible to maintain any furniture, fixtures, and equipment located within the College Store at its expense. At the expiration, termination, or non-renewal of the contract, the Vendor shall return any College-owned furniture, fixtures, and equipment used to the College in the same condition as at the commencement of the contract, excepting normal wear and tear.

- With respect to the furniture, fixtures, and equipment provided by the College, the College makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all College furniture, fixtures, and equipment offered for the Vendor’s use is supplied in “as is” condition and the Vendor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the Vendor and the College.
- All renovations and finishing out, including color selections, is subject to written approval by the College.
- The College shall furnish heat, water, electricity, air conditioning, trash removal, extermination services, and telephone service to the Bookstore facilities. The Vendor shall be responsible for the frequent movement of all trash and cardboard accumulated in the Bookstore to a trash removal receptacle provided by the College.
- The Vendor shall properly maintain to the satisfaction of the College the interior of the Bookstore, including daily cleaning of the floors, walls, windows, fixtures, furniture, equipment and other related custodial services.
- The College shall be responsible for ceiling light bulb or lamp replacements and ceiling tile replacements. The Vendor is responsible for replacing bulbs in specialty lighting fixtures.

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

5.3 TECHNICAL AND FINANCIAL PROPOSALS

Qualifications, Technical Ability and Management Approach—Note: Haywood Community College will not be offering specifications on all requirements. Rather, the College is requesting an industry standard or accepted specification of services organized and submitted as part of a Proposer’s response to this RFP. **Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP in the order requested. Emphasis should be placed on completeness and clarity of content.** Submissions are to be tabbed by subject area listed below.

Technical Proposal Contents

Management Plan:

- Organizational History: Provide a brief history of your organization, including its mission, vision, and values.
- Fiscal Integrity: Provide proof of fiscal integrity in the form of the most recent annual report to stockholders and/or any documentation that indicates corporate and/or financial resources that will permit the Proposer to fulfil the terms of the proposal. This may include an audited financial report, bank statement, or Dunn & Bradstreet rating.
- Management Structure: Provide an organizational chart showing the management structure of the vendor with a description of the qualifications and credentials and the location of both upper-level management and regional management and support staff.
- Corporate Support: Provide a description of corporate support services, including internal systems support, and corporate programs that will be provided by the vendor.
- Store Staffing: Identify the positions, number of staff in each position, and skills and talents qualified candidates would possess.
- Internal Systems: Provide a description of internal systems of the vendor for:
 - Inventory controls for textbooks, trade books, and general merchandise
 - Recording, checking, and reporting sales
 - Control of cash and refunds
 - Internal audit
 - Sustainability policy: processes and procedures
- Transition Plan: Include a description of the vendor's transition plan for management and staffing, including specific plans with respect to the current bookstore employees. Include details regarding how the vendor proposes to deal with existing bookstore inventory. Fully describe how the vendor will ensure a smooth transition into the second 8-week courses in spring 2026 and for all courses beginning summer 2026.

- Marketing Plan: The vendor must propose methods for attracting new business and achieving sales goals. Please discuss any data or information requirements from the Haywood Community College data systems and how frequently these requests would occur.

Experience / Reputation

- Complete Client List: Provide a complete list of campuses where the vendor is currently operating a North Carolina Community College bookstores and other community colleges and universities. Preference will be given to favorable references in the North Carolina Community College System.
- References: In addition to the complete client list, on the attached PROPOSER REFERENCES FORM, list at least three (3) references and indicate the following: client name and location; the length of time the vendor has held the contract for the operation of the bookstore; and the name, email address, and telephone number of a college official with authority over the bookstore operation who can be contacted concerning the operation of the bookstore while under the management of the vendor.

Customer Service / Pricing Procedures

Indicate the policies, programs, and procedures proposed for use in the operation of the bookstore in the areas listed below:

- Special orders (e.g., caps/gowns, rings, commencement invitations). The bookstore will coordinate these orders through Haywood Community College selected vendors. They will also include any additional Haywood Community College information in the student's graduation cap and gown purchase. The bookstore will work closely with the Registrar's office and relevant divisions to ensure all graduation needs are met and verify that Haywood Community College logos used are approved by the Director for Marketing and Communications.
- Maintenance of all required course books in stock – Indicate the vendor's process to ensure this.
- Equitable Access – Provide details, features, and pricing. Emphasize **Day 1 delivery of content** and describe analytics capabilities to support faculty and administrators. Vendor must clearly specify the **net price per student per publisher content item** and, if pricing by enrollment, the **net price per credit hour** (recognizing that opt-outs must be permitted). Haywood Community College currently does not participate in an equitable access program, but would like to learn more about the program.
- Categories of merchandise – List all categories of merchandise to be offered for sale and the processes for determining items in each category.
- Pricing – Describe how pricing is determined for each category, including textbooks, Equitable Access, and merchandise.
- Refunds – Describe refund policy.
- Faculty/staff discounts – Indicate what merchandise is eligible for discount and the method for determining rates and percentages.
- Used & Rental Textbooks – Describe access to and use of wholesale, used, and rental books.
- Online Ordering – Indicate the ability for students to order online and have books/supplies shipped directly.
- E-Books – Describe how e-books will be supported, including supported vendors.
- Subscription Service – Indicate how subscription services will be supported (e.g., key sales to unlock reference or software for a set period).

Service Proposal

The Proposer must detail how it will service the Haywood Community College community. The response must establish on-time delivery, proper order fulfilment, and customer service/satisfaction standards and include a description of how the vendor will meet these standards. The vendor must include examples of how and where it has met these standards in the past and methods/practices to ensure continued success.

The narrative must also address communication strategy, purchasing and delivery options, and refunds.

The Proposer must detail standards of operation, to include: hours of operation and peak hours; online ordering capabilities; number of bookstore staff during critical periods; and use of temporary retail locations/kiosks

Faculty and Staff Advising

Detail a faculty advising plan to assist faculty in textbook selection and ordering. Include methods for securing titles, publishers, and quantities. Include a plan for faculty/staff training sessions (frequency, trainers, topics).

Partner with Haywood Community College

Provide a plan detailing how the vendor will partner with Haywood Community College to assist in fulfilling its educational mission. Include an implementation schedule.

Physical Location Proposal

Provide an analysis of the current bookstore and how the proposer might improve facilities aesthetically and/or functionally. Include short- and long-term recommendations/innovations.

Technology Plan

- **System Integration:** Provide a narrative detailing how the vendor's systems will integrate with Haywood Community College's student information system (SIS) and learning management system to accomplish performance requirements. Include timeline and milestones. Haywood Community College's SIS is Ellucian College R18, with North Carolina Community College System customizations. We use Trimdata FA Link to integrate student financial aid with bookstore purchases. The College's current LMS is Moodle hosted by Learning Pool.
- **Book Ordering Process:** Provide a narrative detailing how the vendor will automate the book ordering process.
- **Information Security:** Describe methods to ensure staff safeguard confidential information (student accounts, credit cards, etc.).
- **Ability to Standardize on a single eReader platform for most publisher content:** Describe how the eReader platform meets accessibility needs of students and faculty (e.g., text-to-speech, WCAG compliance).
- **Other:** Include any additional information deemed relevant to Haywood Community College's bookstore vendor selection decision. Proposers are encouraged to recommend efficiencies or savings.

E-Commerce Platform

The vendor must provide an e-commerce platform to support the bookstore's virtual operations. Proposals should describe how the platform enables students, faculty, and staff to browse, purchase, and access course materials and merchandise in a secure, user-friendly environment. At a minimum, vendors should address:

- How the platform supports catalogue management, ordering, and fulfilment of course materials and merchandise.
- The purchasing experience for students, including checkout, payment options, and application of financial aid.
- The role of single sign-on (SSO) integration with the institution's systems to ensure seamless access.
- The platform's compliance with relevant security and accessibility standards.

Vendors should also describe how their e-commerce platform integrates with the broader bookstore operations, including Equitable Access programs, course materials adoption, and analytics reporting.

Financial Proposal Criteria

The Financial Proposal should include:

- **Revenue for College Programs** – Vendor must pay commissions to Haywood Community College on all **non-Equitable Access sales**, including:
 - **Other Course Materials** (e.g., textbooks, course packs not included in Equitable Access)

- **General Merchandise** (e.g., apparel, gifts, supplies)

Vendor shall propose a set commission percentage for these categories.

- **Equitable Access** – Vendor shall state the net price per student per publisher content item and, if applicable, the net price per credit hour when charging across all enrolled credit hours. Vendor must recognize and accommodate student opt-outs.
- **Sales Goals** – Indicate methodology and goals.
- **In-House Materials** – Describe handling of educational materials produced in-house, including overstock management.
- **Renovations/Refurbishment** – Indicate dollar investment in improving bookstore location(s).
- **Other** – Describe additional offerings (e.g., scholarships, support for needy students, distribution of excess profit).

Quality Assurance / Contract Monitoring

The vendor must implement a Quality Assurance Plan which includes monitoring and reporting of:

1. System Integration
2. On-time Delivery Performance
3. Proper Order Fulfillment Performance
4. Customer Service / Satisfaction
5. Faculty Advising Plan Implementation and Performance
6. Sales Goals
7. Revenue Sharing Levels

Vendor shall present quarterly financials to the Vice President of Business Operations/Chief Financial Officer for review. Vendor shall meet with designated personnel to review reported performance and provide improvement recommendations. Corrective actions must be reported at the next meeting. Vendor shall provide updates on outreach and promotions.

Annually, Vice President of Business Operations/Chief Financial Officer, with Committee input, shall evaluate performance. Vendor and Haywood Community College will review standards annually and agree to revisions via written amendment. Proposers are encouraged to provide additional QA/customer service/success metrics.

5.4 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the College a contract manager. The contract manager shall be the College’s point of contact for contract-related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the College for customer service. The customer service point of contact shall be the College’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the College, shall be required to meet periodically weekly with the College for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and College performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The College encourages the Vendor to identify opportunities to reduce the total cost the College. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC WEEKLY REPORTS

The Vendor shall be required to provide Financial Management Reports to the Vice President of Business Operations/Chief Financial Officer on a monthly, quarterly, and annual basis. This report shall include, at a minimum, information:

- Monthly/Quarterly Reporting: On a monthly basis, the Vendor shall submit a sales report to the College, including sales by category, non-commissionable sales (with supporting detail), and total sales for the College Store. The Vendor shall submit a quarterly sales report to the College, including sales by category, non-commissionable sales (with supporting detail), and total sales for the College Store.
- Annual Reporting: On an annual basis, the Vendor shall submit a detailed College Store financial statement. At a minimum, the College Store financial statement shall include the following:
 - Sales by Category/Department including commissionable and non-commissionable sales
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (e.g., Management Fee, Vendor Overhead Charges)
 - Commission Paid

- Profit/Loss
- Dollar Amount of "Retail Textbook Buyback"
- Dollar Amount of "Wholesale Textbook Buyback"
- Web Site Sales

These reports shall be well-organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. The reports shall be submitted to the College's Vice President of Business Operations/Chief Financial Officer.

Within thirty (30) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

The Vendor shall be required to provide implementation Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports should be well-organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports promptly and regularly as agreed by the parties.

Within 30 business days of the Contract's award, the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The College shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the College shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the College may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the College's Contract Manager for resolution. Any claims by the College shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

While the Parties try to resolve any dispute, each shall proceed diligently to perform their duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed-upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the College, at the option of the College, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the College or its designees. If the College exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The College shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the College’s Contract Manager for resolution. Any claims by the College shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the College and Vendor. Amendments to the contract can only be made through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Vendor must provide a complete financial outline of commissions for Book Services based on suggested pricing schedules, in addition to all other financial requirements/obligations outlined in this RFP

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

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

2. MINIMUM ANNUAL GUARANTEE: \$ _____

Equitable Access Pricing Proposal

- Net price per student per publisher content item:
- Net price per credit hours (if applicable):
- Opt-out accommodation: Yes/No (describe process)

OPPORTUNITIES FOR ADDITIONAL COMPENSATION OR COMMISSION ENHANCEMENTS:

The vendor may identify any opportunity for the College to receive additional compensation or commission enhancements.

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:
<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:
<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:
<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****