



# **STATE OF NORTH CAROLINA**

**Durham Technical Community College**

**Request for Proposal #: 94-25-1003**

**Bookstore Management and Course Material Service**

**Date of Issue: Monday, February 11, 2025**

**Proposal Opening Date: February 27, 2025**

**At 5:00 PM ET**

**Direct all inquiries concerning this RFP to:**

**Kenisha Wright**

**Procurement Specialist**

**Email: [jonesky@durhamtech.edu](mailto:jonesky@durhamtech.edu)**

**Phone: 919-536-7201 x1014**



## STATE OF NORTH CAROLINA

### Request for Proposal #

**94-25-1003**

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://vendor.ncgov.com/vendor/login>

*Electronic responses ONLY will be accepted for this solicitation.*

<b>STATE OF NORTH CAROLINA</b> <b><i>Durham Technical Community College</i></b>	
Refer <u>ALL</u> Inquiries regarding this RFP to: <b>Kenisha Wright</b> <b>jonesky@durhamtech.edu</b> <b>919-536-7201 x1014</b>	<b>Request for Proposal #: 94-25-1003</b>
	<b>Proposals will be publicly opened: N/A</b>
<b>Using Agency: Durham Technical Community College</b>	<b>Commodity No. and Description:</b> 958-13 Bookstore Management Service 801615 Management Support Service
<b>Requisition No.: N/A</b>	

**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):		

Proposal Number: 94-25-1003

Vendor: \_\_\_\_\_

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least ninety 90 days with an additional 15 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 Durham Technical 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 online Textbook/Bookstore Services for Durham Technical Community College (hereby referred to as Durham Tech or the College), a member of the North Carolina Community College System.

The current vendor operates an on-campus store at the Durham Tech Main campus selling all required textbooks for Curriculum and Continuing Education courses offered by the College, as well as a “spirit shop/merchandise” operation including technology, supplies, and Durham Tech branded clothing/merchandise. In addition to an on-campus operation, our vendor provides similar services via an on-line bookstore website. Durham Tech is interested in offering an access program to our students to ensure first day delivery of digital textbook materials. We will continue to provide an on-site location for book distribution and plan for transitioning our in-store merchandizing services online.

Founded in 1961, Durham Technical Community College is a charter member of the North Carolina Community College System. The College’s mission is to champion learning and success, deliver outstanding teaching and service, and to develop career skills for today and tomorrow. Durham Tech aims to be a model for demonstrating student success and excellence in teaching; empowering learners to enrich the local and global communities; and preparing students to contribute to the economic vitality of the region. The College follows an open-door policy, meaning all students have the opportunity to acquire meaningful credentials and secure living-wage employment through education and training. In its service area of Durham and Orange counties, Durham Tech offers more than 100 degrees, diplomas, and certificates and serves more than 17,000 students in curriculum, continuing, and corporate education.

Please see the historical Bookstore Sales Statistics below.

Approximate Annual Sales	FY 21	FY 22	FY 23	FY 24
New Textbooks	\$645,539.00	\$700,651.00	\$528,167.00	\$567,069.00
Used Textbooks	\$61,951.00	\$78,473.00	\$69,779.00	\$44,493.00
Digital Books / Texts	\$424,726.00	\$355,537.00	\$455,023.00	\$457,122.00
Textbook Rentals	\$57,056.00	\$54,074.00	\$26,830.00	\$22,816.00
Trade Books	\$3,702.00	\$14,129.00	\$3,907.00	\$2,638.00
Technology / Software	\$80,128.00	\$105,526.00	\$132,643.00	\$167,812.00
School/Office Supplies	\$18,283.00	\$36,141.00	\$37,285.00	\$41,892.00
Apparel	\$3,514.00	\$7,113.00	\$21,460.00	\$18,294.00
Gifts	\$250.00	\$1,628.00	\$1,585.00	\$1,458.00
Convenience	\$178.00	\$8,539.00	\$8,020.00	\$6,165.00
Total	\$1,295,327.00	\$1,361,811.00	\$1,284,699.00	\$1,329,759.00

The intent of this solicitation is to award an Agency Specific Contract to a single vendor to provide textbook/ bookstore services. Vendors must respond to each portion of the RFP in detail. If the vendor is unable to fulfill a requirement that is deemed critical to the College, the proposal shall be subject to disqualification.

## 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”), anticipated to be July, 2025.

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 Durham Tech 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. Durham Tech 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, Durham Tech 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).

**Durham Tech 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. Durham Tech will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	Durham Tech	February 11, 2025
Submit Written Questions	Vendor	February 17, 2025 at 5:00pm
Provide Response to Questions	Durham Tech	February 24, 2025 at 5:00pm
Submit Proposals	Vendor	February 27, 2025 at 5:00pm

### 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 [jonesky@durhamtech.edu](mailto:jonesky@durhamtech.edu) by the date and time specified above. Vendors should enter "RFP # 94-25-1003: 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, Durham Tech's response, and any additional terms deemed necessary by Durham Tech 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 Durham Tech 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 Durham Tech rejecting Vendor's proposal, in Durham Tech'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.
- f) Completed version of ATTACHMENT A: PRICING
- 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
- k) Agreement to wage set by the Durham Living Wage Project (i.e.\$19.58 1/2025)

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # \_\_\_ for Durham Tech". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.9 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

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria Durham Tech 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 Durham Tech'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, Durham Tech 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 Durham Tech to do so.

Durham Tech 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 the 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 purchaser 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 purchaser 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.

#### **Durham Tech 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 Durham Tech 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 Durham Tech.

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 is 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, Durham Tech 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 Durham Tech.

Durham Tech 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 Durham Tech.

### 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 Durham Tech:

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to Durham Tech.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to DTCC:

1. Vendor Technical Approach and ability to perform requested services (Reference Section 4.0 and 5.0) (40 Points)
  - a. Operational Efficiency
  - b. Lead the transformation from traditional textbooks to digital course material
  - c. Customer Service
  - d. Textbook/Course Material Delivery
  - e. Technology Solutions and Capacity
  - f. General merchandise
  - g. Reporting
  - h. Day One Access Support
2. Vendor Qualifications and Industry Experience (Reference Section 4.5, 4.6, 4.7, and 4.8) (30 Points)
3. Total Financial Benefit (including Markup, Program Pricing, Commissions to College) (Reference Section 4.1 and 5.3) (30 Points)

### 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, Durham Tech 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 Durham Tech:

- a) Total cost to Durham Tech
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of Durham Tech's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand Durham Tech's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State'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 Durham Tech; 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, Durham Tech will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy Durham Tech'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 Durham Tech exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

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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 Durham Tech 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

Proposal price shall constitute the total cost to Durham Tech 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.

### 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:
- i. "List-Priced" new textbooks shall be sold at no higher than list price.
  - ii. "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
  - iii. "Net-Priced" new textbooks shall be sold at no higher than a gross profit margin that reflects competitive industry rates.
  - iv. "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.
  - v. 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.
  - vi. 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.
  - vii. Used textbooks shall be sold at no higher than a proposed gross profit margin that reflects competitive industry rates.
  - viii. 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.
  - ix. New rental textbooks shall be rented at no higher than a proposed gross profit margin that reflects competitive industry rates.
  - x. Used rental textbooks shall be rented at no higher than a gross profit margin that reflects competitive industry rates.
  - xi. 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 in order to determine the selling price of a particular textbook/course material).
- C. 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.
- D. 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 College. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the College with an invoice for each order. Invoices shall include detailed information to allow College to verify pricing at 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 State 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 State 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 State 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 Durham Tech'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 a minimum of three (3) years of experience with higher education clients similar or greater size and complexity to Durham Technical Community 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. Durham Tech 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.

#### **4.7 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

#### **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 Durham Tech. 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. Durham Tech will approve or disapprove the requested substitution in a timely manner. Durham Tech may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, Durham Tech may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **Staffing Requirements**

- A. Staffing: The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of full-service campus onsite and online Bookstores in accordance with the requirements established by the College.
- B. 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.
- C. 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) in order for the contractor to meet the expectations and requirements of the College.
- 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 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.
- E. ADA: The Contractor shall comply with the Americans with Disabilities Act (ADA).
- F. Employment Laws: The contractor shall comply with all state and federal employment requirements.
- G. Agreement to wage set by the Durham Living Wage Project (i.e. \$19.58 1/2025)

## **4.9 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 Durham Tech 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.

## **4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION?**

1. Important: The insurance requirements set forth in the North Carolina General Terms and Conditions, Insurance paragraph, are minimal requirements. Risk assessment should be conducted based on the non-exclusive factors listed below AND DOCUMENTED IN THE OFFICIAL AGENCY FILE using the P&C provided form. Increased insurance requirements should be set forth below. Add any specialized insurance coverage the Agency desires that are specifically relevant to the Goods or Services procured. (e.g., cyber insurance, Errors and Omissions, etc.) Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,

4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

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

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### 5.1 GENERAL

This RFP outlines the comprehensive scope of work, requirements, and specifications for the management and operation of Durham Technical Community College's online College Store and on-site for textbook distribution, with the aim of meeting the outlined goals and ensuring optimal service delivery to students, faculty, and staff.

Overall Goals:

1. Improve textbook/course materials affordability for students
2. Lead the transformation from traditional textbooks to first day access digital course materials
3. Improve customer satisfaction
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 Durham Tech, while achieving the qualitative and service goals.



## 5.2 Scope of Services

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

- A. The Contractor shall operate on its own account and manage the activities of the College Store and provide services that are deemed in the best interest of the students, faculty, and staff of the College at no monetary reimbursement from the College. Service Providers must guarantee, to the satisfaction of the College, quality performance and delivery in providing bookstore services in an efficient and effective manner.
- B. The Contractor must provide competent, skilled, and professional individuals to assure quality performance of duties. Each Contractor is to provide an organizational chart and minimal wage rate for each position. The College shall have authority to require the Contractor to remove from the site any employee of the Contractor who shall be deemed incompetent or detrimental to the best interests of the College. Removal will be accomplished through the Contractor's management staff.
- C. Employees of the Contractor shall be informed that they are not employees of the College, but they are expected to conform to the College's policies and regulations.
- D. Under the exclusive rights granted to the Contractor's firm, the firm shall sell books and merchandise considered typical sale items for a College bookstore while adhering to the College's Financial Aid Policy.
- E. The Contractor shall create and implement effective strategies to reduce the cost of textbooks/course materials to Students by offering a comprehensive textbook rental program, a strong used textbook program, an innovative first day access digital textbook/course materials program, OER resources, and by utilizing emerging technologies.
- F. The Contractor shall obtain specified textbooks and supplies, both required and recommended, prior to the opening of each term. The Contractor shall be required to work with each individual program director or his or her designee. Textbooks must be available to students on or before the first day of class. This is a critical requirement of the College, and it is expected that all efforts to assure good customer relations will be met in having textbooks available to students on or before the first day of class.
- G. The Contractor shall provide exceptional value to customers by offering high-quality products and services at fair prices and multiple price points.
- H. The Contractor shall communicate and coordinate effectively and proactively with faculty regarding the use of all types of course materials.
- I. The Contractor shall state the commission rate offered to the College, and any one-time financial expenditures to the College.
- J. The Contractor shall pay commissions to the College monthly with 5% penalty for late payments.
- K. Offerors must demonstrate or provide evidence of the supply chain resources and publisher relationships necessary for a College with the size and scope of Durham Tech \ to assure the fulfillment of the contract in a satisfactory manner
- L. Contractor must have a have website available to faculty, staff, and students.

## 5.3 SPECIFICATIONS

These services shall include but are not limited to:

**Operations**

- A. Store Names: The name of the College Store is to be determined by the institution. The Contractor may recommend alternative names to the College.
- B. Right to Operate Bookstores: The contractor 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.
- C. College Authority Re: Product Offerings. The Contractor shall withdraw from display or sale, any item, or items, which The College requests not to be displayed or sold.
- D. Website/Social Media: The Contractor shall manage and operate a full-service Website, and social media program on each campus.
- E. Environmental/Sustainability Practices: The Contractor shall utilize environmentally friendly practices in its operation of the Bookstores and shall abide by all College environmental/sustainability practices.
- F. Reporting Requirement: The Contractor shall report to the Vice President, Chief Campus Operations Officer or designee for matters pertaining to the College Store. The contractor's Regional Manager will meet with the Vice President or designee on a quarterly basis, at a minimum, to review performance.
- G. Licensing, Permits, Taxes: The Contractor 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 Contractor 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.
- H. The Contractor should have an integrated solution for shipping course materials, kits and supplies to students under both the Day One Access model as well as to students who do not participate in Day One Access.
- I. The Contractor must demonstrate supply chain management capacity that optimizes the availability of course materials on or prior to the first day of class.
- J. The Contractor must have procedures, staffing and systems to deliver course materials and services to students in a timely manner.

**Customer Service**

- A. Customer Service Expectations: The Contractor shall provide excellent customer service at the College Store.
- B. Image of the Bookstore: The Contractor shall operate the Bookstores in a manner that reflects the image and reputation of the College and supports the mission of the College. The contractor 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.

- C. Customer Feedback: 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 shall be shared with the College Administrations for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- D. The Contractor must have the staffing, capacity and process to respond to student support requests by the next business day.
- E. The Contractor must be accessible to students support requests through a variety of commonly used modalities.
- F. The Contractor must have retail customer services practices that create a safe and customer-first in-person and online environment for students

### **Textbook/Course Materials**

- A. Agent for The Collection of Textbook Adoptions: The Contractor shall be the College's agent for the collection of textbook/course materials adoptions and compilation of the textbook/course materials list, and for providing textbooks and course materials to 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. College Rights Re: Adoption Data: Textbook adoption data, whether received in paper form, electronically, or otherwise, provided to the Contractor by the College's faculty or staff are the property of the College. The Contractor shall provide textbook/course materials adoption data and/or adoption forms to the College within twenty-four (24) hours of the College's request for copies of such adoption data and/or adoption forms.
- C. Early Textbook Adoptions: The contractor, working with the College's faculty, shall make every effort to obtain early textbook/course materials adoption commitments to maximize the quantity of textbooks purchased from students for resale at the College Store. The Contractor shall provide timely reports to department chairs/program directors concerning the status of their orders.
- D. Textbook/Course Materials Quantities: The Contractor shall provide sufficient quantities of textbooks/course materials, 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.
- E. Comprehensive Textbook/Course Materials Services: The Contractor shall provide comprehensive textbook/course materials services and shall work closely with the College to support all academic programs.
- F. Custom-Published Materials: The Contractor shall provide custom-published materials (i.e., course packs, OER materials), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- G. Textbook Rental Program: The Contractor shall provide full-service textbook rental programs.
- H. First Day Access Digital Course Materials: The contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc.

- I. Online Textbook/Course Materials Ordering: The contractor's Web site for the College Store shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- J. Students with Disabilities: The contractor will provide required textbook/course materials services to students with disabilities.
- K. HEOA/Other Laws: The contractor shall work with the College to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- A. Desk Copies: The College prohibits the purchase and sale of complimentary/desk copies by the College Store.
- M. Contractor must demonstrate the capacity to make textbooks and supplies available from the widest selection of digital and physical sources, publishers and content providers to facilitate academic freedom and instructional needs.
- N. Contractor shall describe how they work with publishers to eliminate physical access code cards to migrate students to direct digital access through DTCC's learning management system.
- O. The Contractor shall have methodologies that assimilate third-party delivery options into a consistent and easily understood process for students.

#### **Additional Methods Delivering Course Material**

- A. Digital Course Materials/Innovative Course Materials Delivery Mechanisms: The Contractor shall present all desirable innovations for the Day One Access and course materials to the College Administrations and Faculty. The Contractor shall work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms including recommended fee structures per credit/student, operational processes for handling student financial aid, student opt-in/out processes, and OER resources
- B. Textbook Rental Program: The College is extremely committed to providing a strong textbook rental program in order to reduce the cost of textbooks/course materials to students who do not participate in Day One Access programs. The Contractor shall make a significant effort to maximize the availability of rental textbooks for students.
- C. Used Textbook Program: The College is extremely committed to providing a strong used textbook program in order to reduce the cost of textbooks/course materials to students who do not participate in Day One Access programs. The Contractor shall make a significant effort to maximize the availability of used textbooks for students.
- D. Buyback: The vendor shall propose a buyback program that allows students to sell books back to the bookstore vendor at a price that is competitive with industry standards.

#### **General Merchandise and Marketing**

- A. General Merchandise Selection: The Contractor shall provide a range of non-course required or College recommended general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies, greeting cards, convenience items, health, and beauty aids (HBA's), special order services, graduation related merchandise, and other services expected from full-service Bookstores. As mentioned previously, the intention of the College is to move the merchandise selection to a full services website.
- B. Emblematic Clothing and Gifts: The Contractor shall promote and brand the College by offering a broad selection of

emblematic clothing and gifts that comply with the College's current or future licensing requirements, design guidelines, and requirements for branded products. The Contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

- C. Pricing Policy-General Merchandise: The Contractor shall sell all non-course required or College recommended general merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.
- D. Website/Social Media: The Contractor shall be required to maintain a full-service website. The website will feature a full range of emblematic merchandise. The Contractor shall develop and implement a social media marketing and promotion strategy. To the extent that the Contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter) or integrates with the College sites, the Contractor shall be required to keep its posted information up to date, refresh its sites frequently consistent with effective social media strategies, and conform to College social media standards and practices.
- E. Use of Logo Standards: The College Store is required to go through Durham Tech Marketing for Logo approval.

#### **Payment Types / Discounts**

- A. Payment Types: At a minimum, the Contractor shall accept cash, personal checks, major credit cards, future campus cards, scholarship charges/vouchers, third-party agency charges, Apple pay, Google pay and financial aid account charges/vouchers. 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.
- B. Employee Discounts: Employees shall receive a minimum of a ten percent (10%) discount, with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.

#### **General Technology**

A. Technology capacity: The Contractor shall provide technology resources (e.g., bookstore computer system, point-of-sale system, textbook adoptions, computerized textbook management system, inventory, Day One Access,) along with technology infrastructure and support necessary to deliver the desired level of service.

B. Website: The Contractor 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 Contractor website shall include, but not be limited to, the ability for customers to order and reserve textbooks, order general books and general merchandise. The contractor shall provide a digital platform or digital catalog and processes that facilitate a seamless user experience for faculty book adoptions. All aspects of the College Store website, including products sold (whether by the contractor 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.

C. 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 contractor shall provide annual PCI certification documentation.

D. Customer Data: Customer data shall not be shared or sold by the contractor without the express written approval of the customer. The Contractor shall notify the College promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Contractor 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 Contractor'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 Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the Contractor 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 provisions above and below shall be extended by contract to all subcontractors used by the Contractor who are provided access to customer data by the Contractor.

1. The confidentiality of data pertaining to individuals, personally identifiable information, (Pii) will be protected as follows:

a. The data recipient will not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis in any manner that would reveal the identity of individuals.

b. The data recipient will not release individual addresses, nor will the recipient present the results of data analysis in any manner that would reveal individual addresses.

c. Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.

2. The data recipient will not release data to a third party without prior approval from Durham Technical Community College.

3. The data recipient will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from Durham Technical Community College without prior approval from the data provider.

4. The data recipient will provide Durham Technical Community College with a detailed description of the method of data transfer and data storage (if applicable).

5. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the contract and/or Memorandum of Understanding.

6. All data transferred to the Contractor shall remain the property of Durham Technical Community College (DTCC) and shall be returned Durham Technical Community college or destroyed upon termination of the Agreement.

7. Any third party granted access to data, as permitted under condition #2, above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party before data will be released.

8. All technology solutions must comply with all relevant state, federal and international regulations including but not limited to FERPA, PCI, HEOA and GDPR. The vendor shall guarantee uptime for its website portal, host website on its own company server or at a subcontractor's server farm.

9. The vendor shall have a company IT disaster recovery plan. and/or redundant offsite storage.

10. Contractor must demonstrate the ability of Day One Access programs to integrate with Canvas learning management system while protecting student data. Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

## **Security**

The Bookstore Management & Course Material Services will be required to receive and securely manage data that is classified as "High". Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data

classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-dataclassification-and-handling-policy>.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

a) Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions ("VRAR") at offer submission. This report is located at the following website: <https://it.nc.gov/documents/vendor-readinessassessment-report>

b) Upon request, Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(iii) prior to contract award. However, Vendors are encouraged to provide a current independent 3rd party assessment report in accordance with subparagraphs (i)-(iii) at the time of offer submission

(i) (Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).

(ii) A Vendor that cannot provide a preferred independent 3rd party assessment report as described above may submit an alternative assessment, such as a SOC 2 Type 1 assessment report. The Vendor shall provide an explanation for submitting the alternative assessment report. If awarded this contract, a Vendor who submits an alternative assessment report shall submit one of the preferred assessment reports no later than 365 days of the Effective Date of the contract. Timely submission of this preferred assessment report shall be a material requirement of the contract.

(iii) An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the IaaS certification or assessment report clearly includes the SaaS solution.

c) Additional Security Documentation. Prior to contract award, DTCC may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by DTCC during the term of the contract.

## **Reporting**

A. Monthly Sales Reporting: On a monthly basis, the Contractor 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.

B. Annual Reporting: On an annual basis, the Contractor shall submit a detailed College Store financial statement to College, Vice President, Chief Campus Operations Officer or designee. At a minimum, the College Store financial statement shall include the following:

1. Sales by Category/Department including commissionable and non-commissionable sales
2. Total Sales
3. Cost of Goods Sold
4. Gross Margin
5. Direct Operating Expenses (itemized by type of expense)

6. Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
7. Commission Paid
8. Profit/Loss
9. Dollar Amount of "Retail Textbook Buyback"
10. Dollar Amount of "Wholesale Textbook Buyback"
11. Web Site Sales

C. Operational Reporting: The Contractor shall provide real time access to operational data on Day One Access:

1. Number of students enrolled in Day One Access
2. Number of students who have opted out of the program
3. Number of students who have notified the contractor of delivery choice (pick up or shipped)
4. Number of students who have notified the contractor of delivery choice but have not picked up materials
5. Number Students enrolled in classes but have no books in any class
6. Number Students enrolled in classes with only OER materials
7. Daily Faculty Course Materials Adoptions progress
8. Delivery delays of course materials prior to the first day of class
9. Real-Time dashboards for data reporting for management and college leadership

#### **Day One Access Program**

The College is implementing a Day One Access textbook bundling course materials program with following goals:

1. Increasing the number of students who have access to their textbooks by the beginning of class for improved student learning outcomes.
2. Lowering the price of course materials to reduce cost-related barriers to enrollment and completion

#### **Summary of Contractor's and College's Responsibilities**

For the purpose of establishing a ready reference to the obligations and responsibilities of the Contractor and the College, the following are listed:

A. The Contractor shall be responsible for:

1. Employment, salary, fringe benefits and supervision of all personnel
2. Insurance covering bookstore operations, liability, automobile, property damage, worker's compensation, health, etc.
3. Purchase of textbooks, supplies, and equipment
4. When required provide professional assistance in planning facilities, renovations, and other methods of meeting



changing needs

5. All local, county, state and federal licenses requirements, health ordinances, and to pay all taxes incidental hereto.
6. Proper maintenance of the College Store, including minor repairs and custodial services
7. Providing payment of commissions on a monthly basis, audited financial statements end of each fiscal year within thirty days of issuance, profit and loss statements within 30 days after the end of each calendar quarter.
8. Providing Vehicles necessary (if any).
9. Internal Security. The Contractor shall collaborate with Campus Police Department personnel and the Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the College Store.
10. Maintenance and updating of College store website

B. The College shall be responsible for:

1. Providing College Store facilities, including office and stockroom.
2. Access to campus web services, campus telephone services, and voice answering system at the standard College rate.
3. Utilities in the College Store including electricity reporting
4. Security service provided by the College in the same manner provided for other College departments.
5. Providing a list of items that are restricted from sale such as tobacco products, certain food items and other items which are not permitted for sale based on College policy.

## 5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. Vendor must submit a detailed proposal which includes, at a minimum the following:

### 1. Company History and Background

A. Company Background: Provide qualifications and experience managing college bookstores. Describe experience serving public colleges, including community colleges.

B. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least three (3) clients with bookstores similar in nature to Durham Tech.

C. References. Documented successful completion of at least three (3) projects of significant size, scope, and performance level in the past ten (10) years by providing three (3) references with contact information for previous/current customers is required to qualify as an acceptable proposal.

### 2. Operations

A. Management Plan. Describe your management/operations plan for the College Store.

B. Customized Bookstore Services. Describe your plan to accommodate customized Bookstore services.

### 3. Customer Services

A. Customer Service. Describe in detail how your company will provide excellent customer service at the College Store.

B. Customer Feedback. Describe the methods your company will use to obtain regular.

C. Customer Service Training. Describe your customer service training program for the College Store Staff.

D. Refund Policy. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, course-packs, rental textbooks, etc., and general merchandise.

E. Textbook Rental Collection Process. Describe your textbook rental collection process for textbooks that have not been returned by students, including fees assessed for textbooks that have not been returned, and third-party collection agencies utilized to collect rental textbooks.

### 4. Textbook Affordability / Pricing Methodology

A. Textbook/Course Materials Pricing: Describe your pricing methodology for textbooks/course materials and explain your plans to address affordability concerns of students.

B. General Merchandise Pricing. Describe your pricing methodology for general (all other) merchandise and explain your plans to address the pricing concerns of students.

C. Emblematic Clothing Pricing. Describe your company's plans to provide emblematic clothing at multiple price points.

**5. Textbook Rental Program / Used Textbook Program**

A. Textbook Rental Program. Describe in detail the textbook rental program that your company will provide at each campus for students not enrolled in Day One Access programs. Include the estimated percentage of titles that your company will make available as rental titles.

B. Used Textbook Program. Provide a detailed description of your sources for used textbooks along with a description of your textbook buyback program.

**6. Website/E-Commerce Solution**

. Describe your plans and timetable for e-commerce and on-line bookselling for the College Store.

**7. Payment Types/Discounts**

A. Payment Types. Describe the form(s) of payment your company will accept.

B. Department Charges. Describe your company's department charge program, including discounts.

C. Faculty/Staff Discounts. Describe your company's faculty/staff discount program that will be provided.

**8. Pricing Proposal**

**A. Financial Return.** Please describe the financial return your company will remit for the operation of the Bookstore, including the following:

i. The commission schedule expressed as a percentage of Commissionable Sales.

ii. The Contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or (ii) the minimum annual guarantee.

a) Payments shall be made to the College based on College Store commissionable sales on a monthly basis via electronic funds transfer (EFT). The College shall have the option to select quarterly payments according to the commission schedule.

1. Payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.

b) The Contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.

c) The Contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized College representatives.

B. **"Gross Sales"** shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the College Store, including revenue received from textbook rentals and digital textbook sales. This includes all orders. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales, including advertising revenue, by other companies or organizations on the store website.

D. **"Commissionable Sales"** shall be defined as gross sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized College departments, less discounts (provided that the discount amount thereof was included in gross sales), less sales tax paid by the

contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the College.

D. **Annual Textbook Scholarships.** Please provide the annual textbook scholarships that you will submit to Durham Tech for the operation of the College Store. The annual textbook scholarships shall be one annual scholarship payment made to Durham Tech in each Contract Year.

E. **Technology Integration.** Please include your estimated capital investment for technology/automation in the College Store and a timeline for your automation plan.

1. Contractor must be able to interface with Ellucian and approved solutions (i.e. FALink) and Canvas LMS.
2. All IT solutions must comply with all relevant state and federal regulations including but not limited to FERPA, PCI, and HEOA.
3. Describe your proposed Service Level Agreement (SLA) to Durham Tech to guarantee uptime for your web site portal. Describe your hosting solution.
4. Describe the company IT disaster recovery plan. Describe the company's redundant offsite storage.

F. **Furniture, Fixtures, and Equipment**

The Contractor 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 Contractor decides to no longer utilize in the operation of the College Store shall be turned over to the College.

The Contractor 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 Contractor 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 Contractor's use is supplied in "as is" condition and the Contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the Contractor and the College. Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

## 5.5 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

Vendor shall provide your proposed organization chart, staffing plan, and reporting structure for the College Store. Please indicate full-time positions and part-time positions

## 5.6 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

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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 Durham Tech a contract manager. The contract manager shall be Durham Tech'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 Durham Tech for customer service. The customer service point of contact shall be Durham Tech'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 Durham Tech, shall be required to meet monthly with the Durham Tech for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State 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

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

### 6.4 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.

Acceptance of Vendor's work product shall be based on the following criteria:

Durham Tech 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 Durham Tech 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 Durham Tech may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **6.5 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 Durham Tech, at the option of Durham Tech, for up to one hundred twenty(120) days 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 Durham Tech or its designees. If Durham Tech 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 State 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.

## **6.6 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 Durham Tech's Contract Manager for resolution. Any claims by Durham Tech 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.

## **6.7 CONTRACT CHANGES**

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

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## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

#### **RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: PRICING PROPOSAL**

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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 (%) \_\_\_\_\_

2. MINIMUM ANNUAL GUARANTEE:

\$ \_\_\_\_\_

OPPORTUNITIES FOR ADDITIONAL COMPENSATION OR COMMISSION ENHANCEMENTS:

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

#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

#### **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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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/form-hub-supplemental-vendor-information-9-2021/download>

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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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**

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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/form-location-workers-09-2021/download>

## **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

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