

REQUEST FOR PROPOSAL

RFP NO. P26-0925-01

College Bookstore Operations

Issued By:

John A. Logan College 700 Logan College Dr. Carterville, IL. 62918

Proposals must be submitted, no later than:

November 21, 2025 at 2:00pm CST

To: JALC Purchasing Department
Shannon Newman
Shannon.Newman@jalc.edu
700 Logan College Dr., E106
Carterville, IL 62918

Table of Contents

| 1 | GEN | ERAL OVERVIEW | |
|---|-------|---------------------------------------------------|----|
| | 1.1 | Purpose | 1 |
| | 1.2 | Period of Contract | 1 |
| | 1.3 | Disadvantaged Business Enterprise | 1 |
| | 1.4 | College Information | 1 |
| | 1.5 | Bookstore Background Information | 2 |
| 2 | STA | TEMENT OF NEEDS | |
| | 2.1 | General Requirements: | 3 |
| | | | 4 |
| | 2.3 | | 4 |
| | 2.3.1 | 1 Course Materials | .4 |
| | 2.3.2 | 2 Equitable Access | .4 |
| | 2.3.3 | 3 General and College-Related Merchandise | .5 |
| | 2.3.4 | 4 Course Material Adoption Tools | .5 |
| | 2.3.5 | | |
| | 2.3.6 | | |
| | 2.4 | Cost of Course Materials and Other Items for Sale | 6 |
| | 2.5 | | 7 |
| | 2.6 | · · | 7 |
| | 2.7 | | 7 |
| | 2.8 | Contractor's Employees | 7 |
| | 2.9 | Store Services 8 | 8 |
| | 2.9.1 | 1 Store Operations | .8 |
| | 2.9.2 | 2 Online Ordering | .8 |
| | 2.9.3 | | |
| | 2.9.4 | Financial Aid and other Student Aid | .9 |
| | 2.9.5 | 5 Other Services | 10 |
| | 2.10 | Security | |
| | | Error! Bookmark not defined. | |
| | 2.11 | Licensing Rights | 10 |
| 3 | CON | ITRACT ADMINISTRATION | |
| | 3.1 | College Administrator | 10 |
| | 3.2 | | 11 |
| | 3.3 | | 11 |
| 4 | | ANCIAL ADMINISTRATION | |
| 5 | _ | POSAL PROCESS | |
| | 5.1 | , | 12 |
| | 5.2 | | 13 |
| | 5.3 | · | 13 |
| | 5.4 | | 14 |
| | 5.5 | Proposal Submission and Deadline | 14 |

| | 5.6 | Restrictions on Communications with College Staff | 15 |
|---|-------|--------------------------------------------------------------------------|-----------------|
| | 5.7 | Alternate Proposals | 15 |
| | 5.8 | Questions | 15 |
| | 5.9 | Rules for Withdrawal | 15 |
| 6 | PRO | POSAL FORMAT AND CONTENT 15 | 5 |
| | 6.1 | RFP Response | 15 |
| | 6.2 | Proposal Preparation: | 16 |
| | 6.3 | Freedom of Information Act | 16 |
| | 6.4 | Specific Proposal Requirements | 16 |
| | 6.4.1 | Section 1: Bid/Proposal Affidavit | . 16 |
| | 6.4.2 | | _ |
| | 6.4.3 | Section 3: Contractor Qualifications | . 17 |
| | 6.4.4 | Section 4: Human Resources | . 17 |
| | 6.4.5 | Section 5: Financial and Organizational Security Reporting | . 18 |
| | 6.4.6 | Section 6: Remuneration | . 18 |
| | 6.4.7 | 7 Section 7: Bookstore Operations | . 19 |
| | 6.4.8 | Section 8: Course Material Selection & Adoptions Process, and Technology | [,] 19 |
| | 6.4.9 | Section 9: Pricing, Payment, Refunds, and Buy-Back Policies | . 20 |
| 7 | EVA | LUATION AND AWARD CRITERIA2 | 1 |
| | 7.1 | Evaluation | 21 |
| | 7.2 | Award of Contract | 21 |
| 8 | SPE | CIAL TERMS AND CONDITIONS22 | 2 |
| | 8.1 | Cancellation of the RFP | 22 |
| | 8.2 | Indemnification | 22 |
| | 8.3 | Insurance | 22 |
| | 8.4 | Offer Acceptance Period | 23 |
| | 8.5 | Cancellation of Contract | 23 |
| | 8.6 | Audit | 24 |
| | 8.7 | Renewal of Contract | 24 |
| _ | 8.8 | Work Site Damages | 24 |
| 9 | Atta | chment A - Bid/Proposal Affidavit | 5 |

1 GENERAL OVERVIEW

1.1 Purpose

John A. Logan College, herein and thereafter referred to as "the College", in Carterville, Illinois is soliciting competitive proposals from qualified, experienced, financially sound, and responsible organizations for the comprehensive management of college bookstore operations. The College is seeking proposals for a virtual bookstore, hosted online by the awarded contractor, without a physical presence on campus.

Proposals must be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the College. The Contractor selected will be determined based upon the College's evaluation of submitted proposals.

1.2 Period of Contract

The Contract shall be from the date of award for a period of three (3) years with the option to renew for a successive three-year period (Reference Paragraph 8.7 Renewal Terms herein). Any renewal will be based on satisfactory performance by the Contractor during the initial terms as to financial performance and service to the College.

1.3 Disadvantaged Business Enterprise

John A. Logan College encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575/1. If respondent is a certified DBE firm with the State of Illinois Commission on Equity and Inclusion, please identify as such and include a copy of the Certification with proposal submission.

1.4 College Information

John A. Logan College was created by public mandate in 1967 under the authority of the Illinois Community College Act of 1965. The College opened its doors to its charter class in the fall of 1968. The campus consists of 169 acres with over 13 acres under roof for education and training programs. The College's annual operating budget of \$33.4 million.

Most recently accredited for 10 years by the Higher Learning Commission in 2017, John A. Logan College offers dynamic programs for students of all ages and backgrounds. For the student who recently graduated from high school, John A. Logan College offers a two-year college transfer curriculum that is articulated with all four-year universities in Illinois and select out-of-state institutions. For the student seeking a two-year career degree or certificate, John A. Logan College offers some of the finest career preparation curriculums in the state.

JALC is a comprehensive community college, operating on a regular semester system with varying academic terms. The College offers students an array of associate degree and certificate programs. https://www.jalc.edu/find-a-program/

The College is governed by a locally elected board of trustees and by its President, Provost, and Vice-President of Business Services and CFO.

10th-day Headcount for Baccalaureate and Occupational Students

| YEAR | SEMESTER | | |
|------|--------------|---------------|------------|
| | Spring (Jan) | Summer (June) | Fall (Aug) |
| 2025 | 2,831 | 1,439 | 3,369 |
| 2024 | 2,787 | 1,398 | 3,224 |
| 2023 | 2,844 | 1,592 | 3,120 |
| 2022 | 3,073 | 1,309 | 3,272 |
| 2021 | 3,287 | 1,423 | 2,954 |

For more information, visit the John A. Logan College website at http://jalc.edu/.

1.5 Bookstore Background Information

The contracted College Bookstore is the only official collegiate bookstore for the College. The current bookstore model is an online store with no physical presence on campus.

Prior to the current contract, the bookstore was operated by a third-party contractor at a location on campus on the first floor of Building "C". This location is now used to host a college owned and operated retail store for apparel, supplies, etc., as well as providing support to students, faculty, and staff regarding course material ordering, order receipt and distribution to students via the current contractors "ship-to-campus" program. It is the intention of the College to continue its operation concurrently with a third-party contracted online bookstore.

The contract with the current bookstore contractor will terminate on June 30, 2026.

Gross commissionable sales, after returns and discounts, for the last five contract years are as follows:

| Bookstore | Contract Year | College Bookstore |
|-----------|------------------|-------------------|
| Туре | July 1 – June 30 | Gross Sales |
| | 2020-2021 | \$733,213.04 |
| On-Campus | 2021-2022 | \$969,463.95 |
| | 2022-2023 | \$974,393.20 |
| Online | 2023-2024 | \$894,593.41 |
| Online | 2024-2025 | \$666,111.37 |

Historical gross sales by category for the last two contract years:

| Category | FY24 | FY25 |
|------------------------------|--------------|--------------|
| New Text | \$466,314.25 | \$361,525.74 |
| Used Text (incl Marketplace) | \$95,435.48 | \$64,692.62 |
| Rentals | \$135,078.23 | \$127,792.79 |
| Digital Text/eBook | \$196,889.30 | \$41,815.21 |
| Merchandise | \$876.15 | \$70,285.01 |
| | | |
| Gross Sales | \$894,593.41 | \$666,111.37 |
| (after returns / discounts) | | |

2 STATEMENT OF NEEDS

The Contractor shall furnish resources required to direct and manage college bookstore operations identified herein for the purpose of providing comprehensive bookstore services to John A. Logan College.

The College understands that there are multiple business models in the marketplace today for the provision of course materials and general merchandise and is open to all solutions that meet the requirements noted in this document.

2.1 General Requirements:

Contractor shall have the sole privilege of operating and maintaining an online bookstore for the purpose of selling college textbooks, reference books, school supplies, and other items normally required for study and classroom use, together with other items which the Contractor desires to sell and which would normally be available in a college bookstore.

John A. Logan College reserves the right to prohibit products from sale which it considers inappropriate to the educational mission of the Institution, in conflict with current College contractual obligations, or in violation of policies of the Illinois Community College System and/or the United States Department of Education where applicable.

2.2 College Bookstore Name

Contractor shall conduct all its business operations related to the College under a name determined by the College and shall not bind the College in any way. The Contractor shall not represent expressly or implied, that it is an agency of the College or acts on behalf of the College. The Contractor will make all contracts in its own name and will be responsible for any goods purchased by the Contractor, or for any other obligations or liabilities assumed or creased by the Contractor. Purchase, delivery, storage, and payment considerations related to campus bookstore operations shall be at the sole risk and expense of the Contractor.

2.3 Products and Services

2.3.1 Course Materials

Contractor shall work with the College representative(s) to obtain a list of textbooks and supplementary materials required for classes as adopted by College faculty and shall arrange for sufficient stocking of these textbooks and materials. Contractor shall work with and solicit information pertaining to textbooks and other course materials from the College's academic designee. Contractor shall ensure a timely acquisition of required and recommended texts in addition to other academic and/or curriculum adoption requests.

Contractor will minimize out-of-stock situations of course materials. Contractor will ensure that the specified edition is available for sale and will promptly notify the College's academic designee of situations where the edition has changed, is out of stock, or no longer available.

2.3.2 Equitable Access

Affordability of course materials is of high importance to the College as is the ability for our students to be prepared for learning on the first day of class. The College is seeking a well-planned, cost-effective, and time-efficient Equitable Access model.

Proposals should provide detailed features and pricing for an Equitable Access model emphasizing plans to provide <u>day 1 delivery of content</u> ensuring all students have the required materials on the first day of class. Proposals should also outline workflow changes and any effect on cost for untimely student course schedule changes; adds/drops.

The College requires an opt-out provision for students that do not wish to participate in the program and instead purchase course materials in a more traditional manner. Proposals should provide expectations regarding order processing and delivery of content for those students that opt out. The College prefers a contractor with single sign-on capability for ease of access for our students.

Contractor will develop and implement strategies that will promote textbook affordability, including, but not limited to maximum use of used textbooks, rental textbooks (new and used), digital textbooks, custom publishing, print on demand, Open Education Resources (OER), and price matching to minimize costs to students.

Contractor shall make available, for sale, rent, or alternative acquisition method, all textbooks and required course materials by a date to be determined prior to the first day of classes each academic term. The Contractor shall continue to make such materials available after the start of classes. The Contractor shall provide real-time access to reporting tools with the ability to run various reports including, but not limited to, all order sales/returns/shipping activity, all financial aid activity, all adoption history, all buyback activities, etc., to ensure efficiency throughout the contract period.

2.3.3 General and College-Related Merchandise

Contractor may maintain a sufficient range and depth of general and College-related merchandise such as supplies, emblematic apparel, memorabilia, and other items and services for the convenience of students, faculty, and staff relative to sales demand. The College shall not assume any liability whatsoever to the Contractor for loss or damage sustained by the Contractor in the event estimates furnished differ from actual demand.

Products and services provided by the Contractor may not compete with other College contracts, and all products and services are subject to prior approval of the College. The sale of alcohol, beer, tobacco, and lottery products are prohibited.

2.3.4 Course Material Adoption Tools

Contractor shall provide user-friendly online tools for the College's academic designees to submit adoptions for required and recommended course materials, required supplies, and other supplemental materials.

Contractor will provide a database of course material options, including Open Educational Resources (OER), for review and potential adoption by faculty.

Contractor will provide tools and/or a dashboard for faculty and administration to quickly determine the status of textbook adoptions and manage the adoption process.

2.3.5 Service

Contractor will provide timely, courteous, and helpful service to all customers, including but not limited to:

- Providing appropriate service programs which are responsive and sensitive to the needs of students, faculty, and staff and compatible with the educational and cultural objectives and environment of the College.
- Utilizing new and emerging technology to improve the services of the bookstore.
- Meeting the community needs for access for special needs students and all ADA compliance requirements.

2.3.6 Marketing

Contractor will provide a program of marketing initiatives and special promotions.

Contractor shall be knowledgeable about changing college bookstore trends, new marketing ideas, new merchandise items, and changes evolving throughout the bookstore industry. Contractor shall respond to such changes with appropriate programs and activities in addition to ongoing promotional themes.

The College shall have the right of prior approval for any signs, posters or other bookstore advertisement placed on the College's premises.

2.4 Cost of Course Materials and Other Items for Sale

Contractor shall have the privilege of determining and establishing the selling price of all items offered for sale provided the following provisions are maintained regarding traditional course material sales.

- Determining a cost of course materials, per credit hour, based on materials adopted.
- New textbooks shall be sold at or below the publisher's suggested retail price.
 Should a textbook be net price, a gross margin not exceeding 25% will be used to determine the retail price.
- Used books shall be sold at or below 75% of the new book retail price.
- The College shall have input into the general price structure for all books and products offered by the Contractor. In addition, the price of each item offered for sale shall not exceed the manufacturer's suggested retail price nor shall the selling price of each item exceed the normal retail price of identical items offered for sale by merchants in the local area.
- The Contractor shall clearly mark all items as to their retail price and/or post in a conspicuous place, a listing of all items offered for sale, indicating the retail price of each item.

Contractor shall provide a price-matching program with clear instructions to promote affordability of course materials.

Contractor shall comply with all federal, state, and local laws and regulations relating to the operation of a virtual bookstore including the collection and remittance of sales taxes.

The College reserves the right to examine any or all records maintained by the bookstore. This includes, but is not limited to, sales records, invoices, operating statements, and balance sheets.

2.5 Hours of Operation

Hours of operation for an online bookstore should include 24/7 website access, and customer service hours of availability to include coverage during regular business hours in the central time zone.

2.6 Purchases/Rentals – Returns/Refunds/Exchanges

Bookstore customers shall be afforded the greatest variety of payment options possible. It is anticipated that certain students will pay for their course materials through financial aid. Accordingly, the Contractor must identify a method(s) for selling materials funded by Financial Aid and purchases made by College departments.

The Contractor shall identify, implement, and disclose return, refund, exchange, buyback, and rental policies, so they are apparent to the customer. All refunds shall be subject to the Contractor's rules on conditions and receipt documentation, and do not have to be extended to special order sales or close-out merchandise.

2.7 Merchandise Shipments

The Contractor shall make all arrangements for delivery of all customer orders. If Contractor has a mutually beneficial ship-to-campus program offering, which could provide shipping cost-savings to the Contractor and prove beneficial to both the customer and the College, please include the program details, opportunities, and benefits available in the proposal. The College will not assume responsibility for receiving or handling these shipments otherwise.

2.8 Contractor's Employees

The Contractor shall directly employ and supervise all staff related to bookstore operations. The Contractor shall have complete responsibility for the staff, including provisions for workers compensation, unemployment, medical coverage, and all other fringe benefits.

The Contractor shall maintain a staff of capable employees, in sufficient number, for efficient bookstore operations for an institution of this size. Additionally, a dedicated representative shall be assigned to the College to be a primary contact for faculty and staff inquiries and guidance.

2.9 Store Services

2.9.1 Store Operations

The Contractor shall provide, support, and maintain an online store website that displays pertinent bookstore operating information for the student/customer population, including but not limited to: course material ordering options, customer service/support hours of operation via various available contact platforms: phone, email, online chat, etc., refund, exchange, rental, and return policies, and price-match program guidelines.

Contractor shall be responsible for the disposition of any surplus books or other distressed merchandise acquired regardless of the cause.

Contractor shall provide the College a plan for transitioning any existing bookstore inventory that has been custom-printed or is College-specific in nature.

2.9.2 Online Ordering

Contractor shall provide a user-friendly web-based online ordering system for textbooks and other course materials as well as supplemental materials and general merchandise deemed relevant. The system should allow the College to provide course-section level data which can be imported and exported to and from the system. Contractor shall be responsible for the design, maintenance, and support of the website and periodically assess and update the site to meet student needs.

Contractor shall provide at no cost to the College, an automated link to the Contractor's online textbook system to facilitate online course material purchases. The textbook system shall integrate with the College's student information system, currently Jenzabar One, to display textbook requirements by course and section in the College's online course catalog, and from student class schedule without re-entering data. Integrations with the College LMS, currently Brightspace D2L. Custom integrations shall be at the expense of the Contractor throughout the contract, including new integrations necessary should the College's systems change. Course materials information must be available on the College's website, with ISBNs no later than the day the course schedule is made available to the students.

Contractor shall assist the College with conforming to Higher Education Opportunity Act (HEOA) textbook affordability requirements.

Contractor shall provide adequate services to minimize customer delivery time and to maximize customer convenience.

Contractor shall provide special order services for books and other merchandise not ordinarily in stock for students, faculty, and staff, and make every effort to obtain the earliest possible delivery. Contractor shall not charge a fee for this service but may collect deposits or prepayment for such orders.

Contractor shall provide consistent, readily available support to the College to facilitate successful operation of the online service, by assigning a customer service contact to assist with textbook adoptions, booklist processing, customer publishing requests and inventory level maintenance. The College expects this contact to be experienced and knowledgeable of all aspects of conducting online course material adoption and sales.

2.9.3 PCI-DSS and Information Security Compliance

Contractor shall provide a secure PCI-compliant environment for the transmission of confidential and sensitive information over the internet.

Contractor must always maintain compliance with current PCI-DSS and, upon request, provide proof of compliance to the College within 48 hours of the initial request.

Contractor must provide SOC-2 compliancy and HECVAT reports.

In the event of a breach, intrusion, or unauthorized access to cardholder data stored at or for Contractor, Contractor shall notify the Director of Purchasing & Auxiliary Services and the Assistant Vice-President of Integrated Technology within 24 hours of identification.

Contractor acknowledges that all costs associated with to any Contractor-fault breach, intrusion, or unauthorized access are Contractor's liability, agrees to notify individuals per law, and shall indemnify and hold harmless the College and its officers/employees from related claims and damages.

2.9.4 Financial Aid and other Student Aid

Contractor shall provide, at no cost to the College, a secure automated process to transfer pertinent financial aid account information between the College's financial aid system, currently PowerFAIDS, and the contractor's system to facilitate the timely processing of student purchases. Expenses incurred from the use of financial aid vouchers should be part of this integration. Custom integrations shall be at the expense of the Contractor. The system shall populate necessary student data for accurate and timely transfer of financial aid awards and charges on at least a daily basis. Financial aid charges shall not exceed the voucher amount specified by the College.

Contractor must demonstrate that student charges on Federal Financial Aid meet any requirements for charging textbooks to student accounts, verification of identity for online purchases, and proof of delivery.

Contractor shall provide a service to allow the College, via specific campus departments to be identified, the ability to purchase course materials on behalf of students and/or assign college funding directly to a student bookstore account with tax-exempt, billable NET 30 terms, for which the JALC department will be responsible for paying in a timely manner. Other third-party organizations may request similar access to provide funding for student purchases, including, but not limited to, U.S. Department of Veteran's

Affairs, MantraCon, Department of Human Services, and Department of Rehabilitation Services. Contractor shall provide a service to allow this. The College shall not be held responsible in any way, neither in fees, penalties, or commissions withholding, for any third-party billings due.

2.9.5 Other Services

Contractor shall provide a service to facilitate permission acquisition to use copyrighted materials for the purpose of compiling specialized course materials. The costs for such services shall be fully incorporated into the selling price of the material. Course packets may include, but are not limited to, course syllabi, supplemental anthologies or articles, or other materials gathered by a faculty member which may be in the form of electronic or printed mediums.

Contractor may provide the sales of keepsake or souvenir graduation items. The College's on-campus retail store shall retain the duties involved with sales or rental of graduation regalia needed for commencement ceremonies.

Contractor may provide student supply kits, voucher codes for digital access or other online accessible tools for instructional programs as requested via course adoption by the College. This right shall not be exclusive. The College reserves the right to provide non-textbook materials, supplies, kits, and in-house printed course supplements where it is deemed expeditious to do so.

Contractor agrees to purchase materials, goods, promotional items and/or advertisements bearing the name, logos and other indicia of the College in accordance with College guidelines.

The College reserves the right to exercise its judgment in respect to any item(s) that may be offered for sale which, in the College's view, might be considered objectionable.

The Contractor may provide additional services as are reasonably requested by the College and may propose additional services to the Director of Purchasing & Auxiliary Services for approval.

2.10 Licensing Rights

The College shall grant the Contractor the right to sell College-licensed products; however, the right is not exclusive and may be subject to applicable college licensing fees. The license fee paid shall be in addition to other fees or commissions.

3 CONTRACT ADMINISTRATION

3.1 College Administrator

Upon award of the contract, the Director of Purchasing & Auxiliary Services will be responsible to interpret all the terms and conditions of the contract and shall judge the

performance of the Contractor. They will use all powers under the contract to enforce its faithful performance. They will determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Director of Purchasing & Auxiliary Services will report any deviations which may be in violation of the contract requirements immediately to the Contractor's designated representative. Any modifications shall be authorized by John A. Logan College and issued as a written amendment to the contract.

3.2 Bookstore Administrator

The Contractor shall designate one individual who will be responsible for managing and directing the comprehensive bookstore operations. This individual shall serve as the primary liaison with the College in discussing service, issues, and problems. The individual must be empowered with the authority to make decisions, to implement change(s) and/or to resolve issues regarding any level or type of service.

3.3 Contract Meetings

All representatives of the College and the Contractor liaison of bookstore operations shall meet at least twice yearly to evaluate services and may be required more frequently to discuss commission reporting. The meeting will focus on comments and provide information that could result in needed changes or improvements. The Contractor's regional manager may be required to attend certain committee meetings.

4 FINANCIAL ADMINISTRATION

The Contractor shall have complete responsibility for the financial administration of the bookstore operations. Such responsibilities shall include, but not be limited to, ordering books and other merchandise, accepting and depositing all funds, reconciling all accounts, preparing annual financial reports and all other such activities.

In return for executing a contract that provides the Contractor the right to operate the College bookstore, the College will require a direct financial return. The Contractor must provide a financial remuneration to the College based on increased percentages of escalating gross sales volume. The Contractor must provide an annual minimum financial guarantee over the term of the contract as described in section 6.4.5.

The term gross sales, as used, is defined as the total receipts from any source. Payment to the College shall be received by the College according to negotiated terms. Payment and a monthly operational statement shall be submitted to: John A. Logan College, Business Office, 700 Logan College Drive, Carterville, IL 62918. Failure to render the payment by the agreed due date may result in an interest penalty on the amount due for the respective monthly commission payment due.

Contractor must itemize all revenue which will be considered "non-commissionable" during the term of this agreement.

Contractor shall provide the College Liaison with a complete and detailed operating statement for the campus store on a monthly and annual basis. This operating statement shall detail sales by category and location and be in a format which is mutually agreeable to the College and Contractor. These statements shall be submitted no later than thirty (30) days following the statement period. If the College should so request, representatives of the Contractor shall review all such operating statements and related records with College representatives.

The Contractor shall submit a typical pro-forma Profit & Loss statement for on-line operations, which must indicate sales by category, i.e: New Textbooks, Used Textbooks, Digital Textbooks, Trade books, Supplies, Gifts, Clothing, Other Sales, etc. The statement must itemize expenses by major category.

Contractor shall maintain and make available promptly, upon request, complete and accurate accounts, books, documents, and records, in compliance with whatever laws may pertain and with generally accepted accounting practices and standards of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the bookstore operations provided under the terms of the agreement.

5 PROPOSAL PROCESS

5.1 Key Event Dates

Release of RFP 10/21/2025

Pre-Proposal Conference 10/29/2025 at 11:00 a.m.

via Microsoft Teams Meeting

Deadline for Written Questions 11/04/2025 by 12:00 p.m.

Veteran's Day – College Closed 11/11/2025

RFP Proposals Due Date 11/21/2025 by 2:00 p.m.

Task Force Evaluations 11/21/2025 – 12/12/2025

JALC Fall Break 11/26/2025 – 11/27/2025

JALC Winter Break 12/24/2025 – 01/02/2026

Notify Finalists 01/05/2026

Finalist Presentations* 01/20/2026 – 01/30/2026 – In Person

Board of Trustees Meeting 02/24/2026 Contract Negotiations Begin* 03/02/2026

^{*} The Finalist Contractor Presentations and Contract Negotiation dates are projected dates and subjects to change.

5.2 RFP Communication

Each Contractor who intends to participate in this RFP shall provide the College primary contact information to ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions and answers, etc.) is directed to the appropriate person(s) at the Contractor's organization. Failure to provide a primary contact may result in a communication shortfall which shall reside with the Contractor.

- Name of primary contact
- Mailing address
- Telephone number(s)
- Fax number
- E-mail address
- Additional contact persons with same information provided as primary contact

Contact information should be transmitted via e-mail to:

Ms. Shannon Newman
Director of Purchasing & Auxiliary Services
E-mail: Shannon.Newman@jalc.edu

All communication with the College regarding this RFP should only be directed to Shannon Newman. Contact with any other College official may result in disqualification per Section 5.6.

5.3 Pre-Proposal Conference

A pre-proposal conference will be held at the College in Carterville, IL, on Wednesday, October 29, 2025, at 11:00am virtually via Microsoft Teams Meeting to allow prospective Contractors an opportunity to ask questions and obtain clarifications to this RFP document or John A Logan College. Attendance is required.

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is required.
- Contractors are encouraged to submit written questions after the meeting by the date listed in Section 5.1 Key Event Dates.
- Those attending virtually via Microsoft Teams will need to have an established Microsoft account to log in and attend the virtual portion of the meeting. A free Microsoft account will allow a user to be a guest within our Microsoft environment in the event the attendee does not use Microsoft Teams regularly.
- Email Shannon.Newman@jalc.edu for the MS Teams meeting invitation.

• This meeting will be recorded to ensure all questions are recorded and answered via addendum. By attending this virtual meeting, you agree to this recording.

The College will prepare written responses to all questions submitted and make them available to all Contractors. The questions and answers will be made part of the RFP and may become part of the contract with the successful Contractor. Oral answers given at the conference are not binding.

5.4 Contractor Presentations

All Contractors whose proposals are judged acceptable for award may be asked to make a presentation to the evaluation task force. Oral presentations are an option of the College and may or may not be conducted. This is a fact finding and explanation session only and does not include negotiation. John A. Logan College will schedule the time and location of these presentations.

5.5 Proposal Submission and Deadline

Contractor must provide one digital proposal in PDF format. SOC-2 and HEC-VAT reports may be uploaded as separate files as needed. This may be submitted via electronic submission on the JALC Purchasing Office website following the instructions below:

- https://jalc.edu/purchasing
- Click on the link: "Upload completed form(s), W-9, and applicable certificates"
- For First Name enter: **P26-0925-01**
- For Last Name enter: **BOOKSTORE**

A digital file via USB flash drive may be submitted if so desired. A printed hard copy may also be submitted in addition to the PDF file upload submitted. The College accepts delivery of RFPs Monday through Friday from 8:00 a.m. – 4:30 p.m. central time. Proposals must be received by 2:00 p.m. on the date specified in Section 5.1 to be considered. Proposals received after the closing date and time will not be considered. The College will not accept proposals via email or fax.

Mailed Proposals should be delivered to:

Delivery/Mailing Address:

JALC College Bookstore Proposal
Ms. Shannon Newman
Director of Purchasing & Auxiliary Services
John A. Logan College
700 Logan College Drive, E106
Carterville, IL 62918

The College reserves the right to accept or reject any or all proposals or any part of any proposal received and to waive any formalities or technicalities in any proposal

received. The College reserves the right to award based upon various selection criteria. Commission alone will not be the sole determining factor in the selection process. Further, the College reserves the right to negotiate the final details of the Contract with the successful Proposer.

John A. Logan College does not discriminate in admission, access, or treatment in programs and activities or employment policies or practices on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran. Inquiries regarding compliance may be directed to the Office of Human Resources, John A. Logan College, 700 Logan College Drive, Carterville, IL 62918, telephone (618) 985-2828, ext. 8473.

5.6 Restrictions on Communications with College Staff

From the issue date of this RFP until a Contractor is selected and a contract award is made, potential Contractors are not allowed to communicate about the subject of the RFP with any College administrator, faculty, staff, or members of the Board of Trustees except:

• Shannon Newman, Director of Purchasing & Auxiliary Services.

If violation of this provision occurs, the College reserves the right to reject the Contractor's proposal.

5.7 Alternate Proposals

Alternate proposals will not be accepted.

5.8 Questions

All questions should be submitted by e-mail to the Director of Purchasing & Auxiliary Services, referenced in Section 5.2 no later than the date listed in Section 5.1.

5.9 Rules for Withdrawal

Any proposal may be withdrawn prior to the scheduled due date/time listed in Section 5.1. Any proposal received after the time and date specified will not be opened.

6 PROPOSAL FORMAT AND CONTENT

6.1 RFP Response

To be considered for selection, Contractors must submit a complete response to this RFP. All proposals may be submitted as described in section 5.5. All documentation submitted with the proposal should be contained in that single volume. No other

distribution of the proposal shall be made by the Contractor. Since the submissions are accepted as proposals, there will be no formal opening.

6.2 Proposal Preparation:

Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Proposals that are substantially incomplete or lack key information may be rejected by the College. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of contents.

6.3 Freedom of Information Act

Contractor shall give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the College under the Freedom of Information Act.

6.4 Specific Proposal Requirements

Proposals should be as thorough and detailed as possible so that the College may properly evaluate the Contractor's capabilities to provide the required goods/services. Contractors are required to submit the following items as a complete proposal:

6.4.1 Section 1: Bid/Proposal Affidavit

Bid/Proposal Affidavit completed and signed – Attachment A

6.4.2 Section 2: Transmittal Letter

The Transmittal letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Contractor. It shall include:

- a. A statement of confirmation that the Contractor has received all addenda, written questions and answers, and clarifications issued by the College for the RFP. If nothing was issued, a statement to that effect should be included.
- b. A statement that the Contractor's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposal.
- A statement that the Contractor will accept financial responsibility for all expenses associated with the RFP process including oral presentations or Contractor interviews/presentations.

- d. A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- e. A statement that identifies Confidential Information.

6.4.3 Section 3: Contractor Qualifications

Contractor shall describe and offer evidence of the ability to meet each of the qualifications listed below.

- a. Provide a brief company history and description of growth over the past five vears.
- b. Provide a brief biography of top company management.
- c. Describe the qualities that differentiate the Contractor's company from its competitors.
- d. Provide information on duration and experience of managing online bookstore operations for institutions of higher education, particularly at the community college level. Include hours of operational access as well as access to customer service, whether live or artificial intelligence, proposed number of staff assigned to our account, etc.
- e. Provide detailed information on available equitable access programs for distribution of course materials and supplies to students, experience with such programs at other college institutions, and how communications with faculty and students commence.
- f. Provide Business Enterprise Program certificate from the Commission on Equity and Inclusion, if applicable.
- g. Provide a list of not less than five (5) institutions and their gross sales, with the name, title, and phone numbers of the contract administrator of each collegiate bookstore operation. Please focus on community college operations.
- h. Provide a list of all institutions where service has been discontinued during the last three (3) years. Include the reason for discontinuance and the name and telephone number of the liaison person at those institutions.

6.4.4 Section 4: Human Resources

- a. Contractor will provide a company organization chart and identify staff that will be directly supporting the College's bookstore operations.
- b. Resumes of key management personnel to be assigned to any resulting contract.

6.4.5 Section 5: Financial and Organizational Security Reporting

- a. Provide the Annual Financial Reporting for the most recent accounting period.
- b. Provide the Contractor's credit rating. Contractor must have an acceptable credit rating.
- c. Provide the most recent Service Organization Control type 2 (SOC 2) compliance reporting.
- d. Provide evidence of completion of the Higher Education Community Vendor Assessment Toolkit (HECVAT).

If any of the above cannot be provided, the respective proposal may be disqualified.

6.4.6 Section 6: Remuneration

The Contractor must provide a financial remuneration to the College based on increased percentages of escalating gross sales volume. The Contractor must provide an annual escalating minimum financial guarantee over the term of the contract. The term gross sales, as used, is defined as the total receipts from any source.

a. Provide an annual escalating minimum financial guarantee over the term of the contract.

| Contract Year | Minimum Guarantee |
|---------------|-------------------|
| FY 2027 | \$ |
| FY 2028 | \$ |
| FY 2029 | \$ |

b. Provide percentage of remuneration based on increased percentages. The first level shall be for gross sales up to \$1 million; the second level shall be for sales over \$1 million up to \$2 million; the third level shall be for sales beyond \$2 million.

| Sales Level | Commission % |
|------------------------------------------|--------------|
| Up to and including \$1,000,000 | % |
| Over \$1,000,000 and less than 2,000,000 | % |
| Over \$2,000,000 | % |

c. Provide an itemized list of categories or other revenue sources that the Contractor deems as exceptions to commission policies and whether those categories or revenue sources are non-commissionable or commissionable at alternative levels.

6.4.7 Section 7: Bookstore Operations

- a. Identify the Contractor's marketing strategy for implementing a successful online bookstore operation. Indicate how the Contractor intends to promote bookstore services and disseminate information to the College community regarding programs, specials, new products, etc. Include methodology and policies for ensuring bookstore operations are continually representative of the diverse and changing needs of the College community.
- b. Provide a narrative description of the services, programs, etc., offered to meet the requirements and objectives stated in this RFP as well as achieve a successful bookstore operation. Identify and/or provide:
 - A description of operations, sales, services, dissemination of information.
 - Plans to deliver a successful equitable access bookstore model and ensure all students will have the necessary course materials ordered in-hand on the first day of classes.
 - Refund, exchanges, rentals, returns, buyback, and other applicable policies, especially regarding returns and new orders of course materials in the event of a change to a student's schedule (adds/drops) at the beginning of a term.
 - Proposed hours of customer service operations, respective time zone, and method(s) of contact to be provided to our student customer base as well as that of the JALC faculty and staff community, if different.

6.4.8 Section 8: Course Material Selection & Adoptions Process, and Technology

Description of course material selection, ordering processes, and technology that will be offered by the Contractor, to include:

a) Course Material Selection & Adoption Process

- i. Provide a description of the operational structure of the Contractor's online text adoption system. Explain the logistics of placing an adoption request, access to historical records, adoption confirmations, and other pertinent features.
- ii. Explain the training processes available to staff and faculty to assist in utilization of the adoption system.
- iii. Provide a description of the Contractor's internal order processing procedures for course material adoption. Specifically address how the Contractor will deal with the process for ordering and delivering late adoptions and define what constitutes a late adoption.

- iv. Provide information regarding Contractor's process for determining appropriate quantities of materials ordered, along with your reordering commitment when enrollment number exceeds the quantity ordered.
- v. Provide samples of reports for, and communications to, administration and faculty regarding adoption status, order status, and commission statements.
- vi. Provide a description of the Contractor's access to wholesale used books and Contractor's plan to maximize the number of used books available to students and other cost effective course material strategies.

b) Technology

- i. Provide a statement of how Contractor intends to utilize new and emerging technology to provide enhanced services to the College community.
- ii. Explain how the course materials platform supports and integrates with the College's Learning Management System, Brightspace Desire to Learn (D2L) and the College's Student Information System, Jenzabar One.
- iii. Describe how the contractor will accommodate increased availability of digital course materials and Open Educational Resources (OER).
- iv. Describe any connectivity or access to College systems required to perform the services outlined in the Proposal.

6.4.9 Section 9: Pricing, Payment, Refunds, and Buy-Back Policies

Description of pricing, payment, refund, and buy-back policies that will be offered by the Contractor, to include:

- a. Describe all textbook affordability strategies your organization will implement to ensure affordable course materials for students.
- b. Describe pricing, margins, fees, and refund, return, and exchange policies for each of the following categories:
 - i. New Textbooks
 - ii. Used Textbooks
 - iii. Rental Textbooks
 - iv. E-Books
 - v. Software/Website Access Codes Custom Course
 - vi. Supply Kits
 - vii. Open Educational Resources (OER), Trade, Technical, Reference Books General Merchandise (not course related) Electronics/Hardware/Software
 - viii. Book Buy-Back
 - ix. Returns
 - x. Shipping costs and/or discounts available

- c. Describe how per credit hour pricing is determined for an equitable access model.
- d. Describe how a student may opt out of an equitable access model and any associated policies in place, including any ramifications for non-participation.
- e. Describe the Contractor's plan for a competitive pricing strategy. The Contractor should clearly define its policy on what competitive pricing is and what it will do if a customer can purchase a textbook or course material for a lower price, along with the pricing margin to be utilized for each category.
- f. Identify any associated guarantee programs for pricing, buyback, etc.
- g. Describe any price-matching program policy and procedures.
- h. Describe the Contractor's plan for marketing, promotions, and methods for increasing non-peak sales. Explain, in detail, the suggested promotion or historical promotions utilized.
- Describe any scholarship opportunities and/or established discount programs available to our students, faculty and staff, clubs, College departmental purchases, etc.

7 EVALUATION AND AWARD CRITERIA

7.1 Evaluation

Proposals shall be evaluated by John A. Logan College using the following criteria:

- a. Proposed commission.
- b. Qualifications and experience of Contractor in providing these services.
- c. Contractor's understanding of the scope of services and response to proposal requirements listed in 6.4 sections 1-9.
- d. References from other clients.

7.2 Award of Contract

The approval to enter formal contract negotiations will be made by a recommendation approved by the President and the College's Board of Trustees.

A selection shall be made of a Contractor deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors identified above. Negotiations shall be conducted with the Contractor so selected. Commissions shall be considered but not be the sole determining factor.

If initial negotiations do not result in a successfully executed contract, John A. Logan College shall enter negotiations with the next highest evaluated proposer as recommended.

The award document will be a contract incorporating by reference all the requirements, terms and conditions, of the solicitation and the Contractor's proposal as negotiated.

8 SPECIAL TERMS AND CONDITIONS

8.1 Cancellation of the RFP

John A. Logan College may cancel this Request for Proposal or any portion thereof at any time prior to award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. The College may waive any conditions when it is in the best interest of the College.

8.2 Indemnification

Contractor agrees to indemnify, defend and hold harmless John A. Logan College, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

8.3 Insurance

A Certificate of Insurance will be required prior to the issuance of a purchase order, providing for the following minimum coverages and naming John A. Logan College as an additional insured:

General Liability insurance shall be comprehensive on occurrence form, and shall include:

- 1. Premises and Operations
- 2. Independent Vendors/Contractors
- 3. Products and Completed Operations
- 4. Broad Form Property Damage
- 5. Contractual
- 6. Personal Injury
- 7. Explosion, Collapse and Underground Damage (if applicable)

8. An Additional Insured Status Using Form CG 20 10 04 13 or its equivalent, **ADDITIONAL INSURED** – **VENDORS**.

Workers Compensation:

State: \$500,000
 Applicable Federal: \$500,000
 Employer's Liability: \$500,000

Commercial General Liability:

1. General Liability:

2.

\$1,000,000 Each Occurrence \$2,000,000 Aggregate Products and Completed Operations:

\$1,000,000 Each Occurrence \$2,000,000 Aggregate

3. Personal and Advertising Injury Limit: \$1,000,000 Each Occurrence

4. Fire Damage Limit

\$100,000 Each Occurrence

5. Medical Expense Limit \$5,000 Each Person

Commercial Automobile Liability:

- 1. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage aggregate limit.
- 2. Owned, Non-owned and Hired Motor Vehicles

Excess Umbrella Liability Coverage

1. \$5,000,000 excess of all the primary liability coverage shown above.

Cyber Liability:

1. \$3,000,000 Each Occurrence \$3,000,000 Aggregate

8.4 Offer Acceptance Period

Any offer in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the 120 days the offer may be withdrawn at the written request of the Contractor. If the offer is not withdrawn at that time it remains in effect until an award is made, or the solicitation is canceled.

8.5 Cancellation of Contract

A cancellation clause shall be included in the final executed contract as negotiated.

8.6 Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment or until audited by the College, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said audit.

8.7 Renewal of Contract

This contract may be renewed by the College upon written agreement by both parties for a successive three (3) year period, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

8.8 Work Site Damages

Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the College's satisfaction at the Contractor's expense.

9 Attachment A - Bid/Proposal Affidavit

BID/PROPOSAL AFFIDAVIT

| · | Proposed Business Model:(Physical Store, Virtual Store, Hybrid Operations) |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | This sheet must be completed, signed, and returned with Bidder's proposal. Failure to sign and return this sheet will result in the rejection of your proposal. |
| 1. | By signature hereon, Bidder offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements set forth per the RFP documents and contained herein. |
| 2. | |
| 3. | |
| 4. | By signature hereon, Bidder certifies that the company is not barred from bidding on this project as a result of a violation for either bid-rigging or bid-rotating under Section 33E-3 of the Criminal Code of 1961. |
| 5. | By signature hereon, Bidder certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any Contract that may result from the submission of this proposal. |
| 6. | By signature hereon, Bidder selected for an award, shall be deemed to have agreed to and accepted all terms and conditions set forth in this RFP. |
| Submi | itted by: |
| | Company name |
| | Authorized signature |
| | Printed name/title |
| | Date |
| | Street address |
| | City, state, zip code |
| | Telephone number Email |