Title of RFP:	Bookstore Point-of-Sale Software for Multiple Institutions
RFP Issue Date:	February 14 <sup>th</sup> , 2020
Purpose:	Bookstore Point of Sale System
Procurement Method:	Invited competitive proposals
Contract Term:	The System anticipates awarding the contract in March 2020 and engaging in a 60-month contract with annual renewals thereafter.
Issuing Office:	Information Technology Services
Issuing Office Point of Contact:	Karen Becker ACCS <u>Karen.Becker@accs.edu</u>
Deadline for Receipt of Proposals:	Monday, March 2nd at 2:00 p.m. Central Time

Governed by the Alabama Community College System Board of Trustees, the Alabama Community College System consists of 23 comprehensive community and technical colleges; Marion Military Institute, one of five junior military colleges in the nation; and Alabama Technology Network (ATN), an extensive workforce development initiative.

Approximately 300,000 people are served annually by all the entities of our system, including ATN, workforce development, and adult education. Of those served, approximately 100,000 are enrolled in credit courses.

The Alabama Community College System's commitment to access is characterized by statewide geographical locations, open enrollment, and low-cost tuition, as well as a variety of programs and services that remove barriers to college entrance, education pathways and workforce training opportunities. In addition, thousands of citizens statewide enjoy access to our facilities for community activities and enrichment programs.

The Alabama Community College System (ACCS) is committed to providing a unified system of institutions delivering excellence in academic education, adult education, and workforce development.

## The Alabama Community College System provides:

- General education and other collegiate programs at the freshman and sophomore levels prepare students for transfer to four-year institutions to complete baccalaureate degrees.
- Adult Education focuses on improving individuals' skills, productivity and training with GED preparation and testing, basic skills, and English as a Second Language.
- Workforce development initiatives provide customized, flexible, short-term training programs that are responsive to industry needs—from highly specialized training to programs that help prepare entry level employees to meet growing demands.

## Mission:

To provide a unified system of institutions dedicated to excellence in delivering academic education, adult education, and workforce development.

## Vision:

To develop an educated, prosperous population by providing an affordable pathway to help citizens of any walk or stage of life succeed through quality education and training; a community college system where education works for all.

## Values:

- Integrity
- Excellence
- Accessibility
- Accountability
- Diversity

Additional information about each institution is provided in Appendix A.

## Purpose of Proposal

The ACCS is seeking a single software solution to utilize as a Point-of-Sale system for the five member institutions that still maintain in-house bookstore operations.

The Colleges are seeking an intuitive, modern user interface that provides Point-of-Sale daily operations, inventory management, textbook ordering, Higher Education Opportunity Act compliance, and multiple-campus activities. This system will be required to download and upload reports, financials, and student information into the Ellucian Banner 9.0 system.

# Scope of Services Required

ACCS is seeking responses to this Request for Proposal (RFP) for an independent Point-of-Sale system that will:

- Sync student information, financial aid, sales data, monies received, inventories, deposits, and transaction history in real-time with the Ellucian Banner system.
- Provide a secure, encrypted gateway for Credit Card transactions that both protects Card information and ensures compliance of Federal Education Rights and Privacy Act (FERPA.) Touchnet is ACCS's vendor for the payment gateway. Interested vendors must be able to integrate with the Touchnet product.
- Allow for perpetual inventory accounting for multiple-campus bookstores.
- Provide a list–on-demand–of in-stock, active, and current merchandise at current cost.
- Allow for inventory transfers between bookstores.
- Provide reports detailing adjustments made in inventory quantities, costs, returns, and transfers.
- Allow for all revenue transactions, including cash, check, credit/debit cards, and financial aid, providing separate "batches" or "tills" for each cashier to verify at end of day, and to make daily, separate deposits.
- Provide avenue for students to return and refund books, with certain controls to allow or deny, based upon bookstore policy.
- Provide a module for textbook buyback with customizable controls.
- Be compliant with the Higher Education Opportunity Act (Public Law 110-305, enacted August 14, 2008,) by providing an accessible list of required supplies and, in the case of textbooks, title, ISBN, and pricing for each course.

# Inquiries about RFP

1. Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. Responses to these inquiries may be made by

addendum to the Request for Proposal (RFP). Please send your enquiries to Karen Becker via electronic mail at <u>Karen.becker@accs.edu.</u>

2. All inquiries should be marked "Urgent Inquiry, ACCS Bookstore Solution RFP"

#### Addendum or Supplement to RFP

 In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each respondent who received the original RFP. Respondents shall not rely on any other interpretations, changes or corrections. Supplements and addendums will be posted on the ACCS website. This is located under the Department & Services tab. <u>https://accs.edu/vendors</u>

#### **Administrative Information**

1. This RFP is issued by the following office:

Information Technology Services Alabama Community College System 135 S. Union St Montgomery, AL 36104-4340 P.O. Box 302130 Montgomery, AL 36130-2130

#### 2. Schedule of Critical Dates

RFP Posted	Feb 12, 2020
Questions from Vendors Due	Feb 26, 2020
ACCS Q&A Response Due	Feb 28, 2020
Proposal Submission Deadline 2:00 pm CST	March 2, 2020
Award Date (Estimated Date)	March 16, 2020
Contract Effective Date (Estimated Date)	April 1, 2020
	RFP Posted Questions from Vendors Due ACCS Q&A Response Due Proposal Submission Deadline 2:00 pm CST Award Date (Estimated Date) Contract Effective Date (Estimated Date)

## **Proposal Contents**

- a. This is a two-step RFP process. The technical proposals and the cost proposals are to be submitted in separate sealed envelopes. Indicate firm name, RFP# and word "Technical Proposal" on the front of the sealed technical proposal envelope or package. Indicate the firm name, RFP# and the word "Cost Proposal" on the front of the sealed proposal envelope or package.
- b. At a minimum the following items should be included in the contents of the Technical Proposal:
  - 1. Cover letter, indicating the scope of the proposal. The letter should include an overview of the services being offered. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP.
  - 2. Corporate Structure and Credentials

- a. Number of years of experience
- b. Staffing levels and support proposed
- c. Examples of similar previous work.
- d. References from Higher Education entities
- 3. Operations and ability to perform
  - a. Provide operation plan. This should include, but not be limited to, acknowledgement and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements
  - b. Describe how services will be provided to ACCS and its member institutions.
- 4. Security and Compliance
  - a. Provide certification that your company is PCI-DSS compliant.
  - b. Provide a statement as to whether your company is compliant with FERPA, GLBA, NACH, and Red Flag Regulation requirements.
  - c. Provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT).

c. At a minimum, the following items should be included in the contents of the Cost Proposal:

1. Fees for initial purchase of required hardware or software (including all preparation, installation, rollout, training, travel cost and first year maintenance and support)

2. Annual Maintenance Costs after initial purchase. This includes software, hardware, transaction fees, etc.

d. Transition Assistance- Realizing the implementation of a different point-of-sale system across multiple entities can be complicated and costly, vendor must provide a detailed technical description and costs of the services that will be provided to assist in the transition. This should include, but not be limited to, discussion of required equipment, estimated time to convert, training, availability of resources, length of implementation, and other forms of support.

## **Discussions/Evaluation Criteria/Award Process**

- 1. ACCS reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. ACCS reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. ACCS likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. ACCS may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.
- 2. ACCS reserves the right to award this contract in whole or in part depending on what is in the best interest of ACCS with ACCS being the sole judge thereof.
- 3. The evaluations factors set forth in this section are described as follows:

- a. The Vendor's ability to deliver an application meeting the overall objective and functions described in the RFP
- b. Competitive fees
- c. Availability of and access to technical support
- d. Vendor's experience providing bookstore Point-of-Sale services for similar institutions in the past
- e. Compliance with applicable State and Federal laws and regulations
- 4. The committee may invite finalists for interviews and/or presentations. Failure to attend a requested interview presentation before the committee may result in a proposal not being considered.
- 5. Vendors should submit a technical transition plan and cost in addition to the timeline to ACCS based on the Contract Effective date listed above.
- 6. Proposals will be scored based on the following weights (100 points total):
  - a. Corporate Structure/Years of Experience/References-- 20 points
  - b. Operation Plan/Ease of Use/Services Offered-- 30 points
  - c. Fees and other projected financial impact to ACCS 20 points
  - d. Experience integrating in a MEP Banner environment 30 points

## **Proposal Submission**

- 1. Proposals shall be submitted in two packages (envelopes or boxes) as set forth in Proposal Contents.
- Technical Proposal One original and one electronic copy of the complete technical proposal on one pdf file on a flash drive. Each submitted proposal shall be a complete copy and sealed in a package marked "Technical Proposal". The original shall be marked on the first page "Original".
- 3. Cost Proposal—One original and one electronic copy on a flash drive. Should be sealed in a package marked "Cost Proposal". The original shall be marked on the first page "Original".
- 4. The proposal package must be received on or before **2:00 PM on March 2, 2020**. The proposal package should be delivered or sent by mail to:

Alabama Community College System Information Technology Services c/o Karen Baker 135 S. Union St Montgomery, AL 36104-4340 P.O. Box 302130 Montgomery, AL 36130-2130

- 5. ACCS reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the System to do so.
- 6. Proposals received after the stated due date and time will not be considered. Submission via facsimile or other electronic means will not be accepted.

## Term of Contract

- 1. It is ACCS intention to enter into a five (5) year contract with an effective date of April 1, 2020, with the option to extend the contract each year for an additional four (4) years.
- 2. ACCS reserves the right to terminate the agreement with thirty (30) days notice if the terms of the proposal and/or contract are violated.
- Termination of the contract by either party without cause can only occur with at least one-hundred and twenty (120) days' notice prior to the proposed termination of the contract.

# Any contract awarded under this RFP shall include the following provisions. The following provisions shall take precedence over any and all contrary or conflicting provisions of any agreement between the parties and shall govern the rights and obligations of the parties:

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

It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

By signing this agreement, the parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

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

This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.

# Appendix A

## **Marion Military Institute**

Since 1842, Marion Military Institute (MMI) has achieved a national reputation for preparing young men and women for successful civilian and military careers. MMI is one of only five Military Junior Colleges in the United States, which offer unique military training programs. 2016-17 HC 448 FTE 455

## Northeast Alabama Community College

The mission of the College is to provide accessible quality educational opportunities, promote economic growth and enhance the quality of life for the people of Alabama. 2016-17 HC 3,638FTE 1,870

#### **Reid State Technical College**

Reid State Technical College is a rural, degree-granting, two-year college that provides quality academic and technical education to student from diverse backgrounds and abilities. The College promotes economic growth by preparing a qualified workforce for business and industry. 2016-17 HC 654 FTE 371

#### Wallace Community College – Dothan

George C. Wallace Community College – Dothan, a comprehensive community college, inspires and facilitates learning to prepare its constituents for current and emerging opportunities and to promote economic and social development. 2016-17 HC 5,974 FTE 3,267

#### Lurleen B. Wallace Community College

Teaching. Learning. Growing. Enriching. Lurleen B. Wallace Community College offers opportunities for learning and growth by providing academic and technical instruction, workforce development, adult and continuing education, and cultural enrichment. 2016-17 HC 2,250 FTE 1,345