



# WASHINGTON STATE COMMUNITY COLLEGE

REQUEST FOR PROPOSAL  
December 16, 2022

**ONLINE BOOKSTORE**

RESPONSE DUE  
January 16, 2023

FOR INFORMATION, CONTACT:  
[gbarber@wscc.edu](mailto:gbarber@wscc.edu)

**WASHINGTON STATE COMMUNITY  
COLLEGE  
Online Bookstore Program**

**REQUEST FOR PROPOSALS**

**1. REQUEST FOR PROPOSALS PROCESS**

**1.1. GENERAL INFORMATION**

Washington State Community College (College) is inviting course material distributors and others (Contractor) to submit formal proposals for the operation of an online bookstore as per the requirements detailed in this Request for Proposals (RFP).

It is the intention of the College to enter formal contract negotiations with a preferred Contractor with the goal of negotiating and signing a contract prior to February 15, 2023 to commence on April 1, 2023. The College is seeking a three (3) year agreement with two (2) optional two (2) year renewals.

Sealed proposals will be accepted by Washington State Community College for the Online Bookstore Program until January 16, 2023 at noon (12:00 P.M.).

Should a prospective Contractor fail to submit a proposal on or before the appointed time at the address shown below (see section 1.3), Washington State may or may not decide to consider the proposal, regardless of the reason for the late submission.

**1.2. INQUIRIES**

Any questions prior to submission should be directed to Gary Barber, [gbarber@wscc.edu](mailto:gbarber@wscc.edu), no phone calls please. The Contractor's question(s) and Washington States' response will become public record. All questions and answers will be provided to all interested Contractors prior to the submission date via the Washington States' email.

**1.3. PROPOSAL SUBMISSION**

**Interested firms should submit three (3) hard copies and one (1) electronic copy, (preferably in PDF or Microsoft Word format) of their proposal not later than January 16, 2023 at noon (12:00 P.M.).**

to:

Gary Barber, Vice President of  
Organizational Effectiveness  
Washington State Community College  
710 Colegate Dr.  
Marietta, OH 45750

**Note:** If you wish to submit your proposal in person or via a courier service, deliver to:

Gary Barber, Vice President of  
Organizational Effectiveness  
Washington State Community College  
710 Colegate Dr.  
Marietta, OH 45750

#### **1.4. BACKGROUND**

Washington State is a coeducational community college with an enrollment of approximately 2,000 students.

Washington State campus is located in Marietta, Ohio. Washington States' faculty, staff, and students exhibit the highest quality. As a premier two-year college in southeastern Ohio it is our mission to foster student and community success by providing high quality and affordable education that leads to rewarding careers, personal growth, and regional economic strength.

As a comprehensive community college, Washington State offers a variety of educational programs and services:

- 40 total programs and certificates through their own discipline-specific accrediting bodies
- University transfer classes and programs (like speech, humanities, and sciences)
- Direct-to-work career programs (like health and engineering programs)
- Custom training classes for business workers

Washington State employs 180 plus faculty and staff, both full-time and part time.

Vendors may refer to Washington State's website [www.wscc.edu](http://www.wscc.edu) for more information about Washington State.

## **2. REQUEST FOR PROPOSALS**

### **2.1. SCOPE OF PROPOSALS**

Washington State Community College seeks a three (3) year contract with the option of up to two (2) two-year renewals with a Contractor for a student book sales program to support all textbooks and related course materials for its campuses, learning centers, and affiliated programs.

The purpose for soliciting these proposals is to lower textbook and material costs for students and offer more convenient options for textbook purchases. The College is prepared to offer space at the campus for receiving and distributing textbooks if this is desired. If the Contractor does not propose a stipend for the Washington State Campus Store to manage all onsite textbook handling on behalf of the Contractor, the Contractor shall provide a pro forma for onsite operations expenses, including renovation of the onsite facility, to meet the needs of the proposed program providing Square Footage of proposed space.

The College does not expect to continue to offer other traditional bookstore services through its campus store such as uniforms, insignia clothing, course supplies and trade

books and is seeking a comprehensive solution which will provide for these items to be sold to students, faculty, and staff.

A student book sales solution at Washington State Community College may include: on-line ordering for textbooks, purchase of textbooks/course materials with various options for new, used, digital, or rental; expedited delivery methods; options for custom developed customer pick up at a Washington State Community College location; a clearly defined textbook and course material adoption workflow and review process including the adoption software platform; book buy-back program; marketing strategy; and product deliveries.

## **2.2. CONTRACTOR REQUIREMENTS**

Provide evidence of the ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.

Provide three professional references where the CONTRACTOR has successfully provided this service. CONTRACTOR must clearly identify the following for all references:

- Company/institution name
- Contact name, title and telephone number
- Contact's email address
- Date of service and performance
- Brief summary of service provided

Provide evidence of financial stability for the past five (5) years, such as audited balance sheets, income statement, supporting notes and any other relevant information or unaudited financial information that is certified as to accuracy by the Contractor.

In addition to other requirements and conditions listed in this RFP, the successful Contractor will have a proven record of providing course materials at a reasonable and competitive price to the customer and show a commitment to sustainable practices. Previous experience, specifically in a community college or similar non-residential institution(s) of higher education, will be factored into the College's final selection of a Contractor.

## **2.3. CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall serve the Washington State Community College community with a full range of course materials (e.g., new textbooks, used textbooks, digital textbooks, custom published materials, and rental textbooks) including all required, recommended, or suggested course materials and supplies, including textbooks, course packs, software, and materials published or distributed electronically.

The College, working with the faculty and/or designated college personnel, shall make every effort to obtain early textbook/course materials adoption commitments. The Contractor shall provide timely reports to faculty members concerning the status of their orders.

The Contractor shall have available sufficient quantities of textbooks/course materials, custom published materials, 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. It is of utmost importance the textbooks and course material shall be shipped in a timely fashion upon order as well as by specified due dates.

The Contractor shall maximize the availability of used textbooks for purchase and rental textbooks for rental transactions by Washington State Community College Students.

The Contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, multi-media streaming, supplemental content, and integration with the campus Learning Management System (LMS), etc.

The Contractor shall provide custom-published materials (i.e., course packs), including the securing of copyright clearances in compliance with all copyright laws, production/printing and/or electronic distribution, and sales.

The College will continue to support its OER Open Education Resource and/or Course Fee Model Strategy and any other textbook book fulfillment delivery models that Washington State Faculty develop and/or mandated by government regulation, reserving the right to contract independently with publishers/ebook Contractors to port materials directly to students through LMS or alternative delivery methods, without involving the Contractor. The procurement and sale of these materials through other Contractors shall not be considered a breach of the contract that is the subject of this RFP.

### **3. PRICING POLICIES**

The College is extremely committed to making textbooks/course materials affordable to Washington State Community College Students. The Contractor's textbook/course materials pricing policy should be innovative and address the desire of the College to provide Washington State Community College Students with affordable textbooks/course materials. The Contractor shall provide free shipping to students' ship to address and/or campus pick-up location.

#### **3.1. BUYBACK / REFUNDS**

The Contractor shall establish a book buy-back policy for our students and provide a refund policy that is sensitive to the needs of Washington State Community College students and customers.

### **4. STUDENT BOOK SALES PROGRAM ADVISORY COMMITTEE**

The College may establish a Student Book Sales Program Advisory Committee. The Contractor shall meet regularly with the Advisory Committee, if established, and with College officials to review operations and to improve the program, services, and policies.

### **5. TECHNOLOGY**

**5.1. PCI (Payment Card Industry) Compliance.** To ensure all possible steps are taken to secure Washington State Community College Student, Faculty, and Staff personal data, all store technology and e-commerce processing must be PCI compliant.

**5.2. Customer Data/ FERPA.** The Contractor shall agree to abide by the limitations on re-disclosure of personally identifiable information from student education records ("Information") set forth in The Family Educational Rights and Privacy Act (FERPA) and the regulations pertaining to FERPA. The Contractor shall agree to hold Information in strict

confidence; shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Information received from, or on behalf of Washington State Community College or its students; shall not use or disclose Information except as permitted or required by the Agreement, applicable law, or as otherwise authorized in writing by Washington State Community College; shall not use Information for any purpose other than the purpose for which the disclosure was made; and upon termination, cancellation, expiration or other conclusion of the Agreement, shall return all Information to Washington State Community College or, if return is not feasible, destroy any and all Information. The Contractor shall, within one day of discovery, report to Washington State Community College any use or disclosure of Information not authorized by this agreement or in writing by Washington State Community College.

- 5.3. Washington State Community College currently provides users, course section, enrollment, and instructor data extracts daily via secure file transfer protocol to sync data between our Ellucian Colleague SIS/ERP and the Barnes and Noble data systems. We additionally utilize the FA~Link connector from Ellucian Colleague to Barnes and Noble points of sale for charging against student financial aid.
- 5.4. Accessibility commitment. The College is committed to providing full access through this potential program. As such, Contractor warrants that it complies with federal disabilities laws and regulations. Contractor hereby warrants that the Contractor Technology to be provided under this Agreement to End Users and Public Users comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, and Contractor further warrants that its products is compliant with WCAG 2.0 AA guidelines. Within 30 days of delivery and complete installation, and prior to payment, the College reserves the right to perform acceptance testing or to have tested at Contractor's expense the Contractor's technology and services with features represented as compliant to federal accessibility requirements by Contractor as set forth in this section. If testing discloses the products or services are not compliant, Contractor will resolve the identified noncompliance at Contractor's expense based on a mutually agreed upon timeline before College will approve invoices for payment. If products or services are found not in compliance as set forth in this section during actual use of product or services by College, Contractor will promptly resolve the identified breach at Contractor's expense based on a mutually agreed upon timeline. Contractor further agrees to indemnify and hold harmless the College from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

## 6. PROPOSAL FORMAT AND INSTRUCTIONS

- 6.1. Introduction - Proposals must include the complete name and address of the firm and the name, mailing address, email address, and telephone number of the person the College should contact regarding the proposal. The Contractor must provide a profile of the firm, including, but not limited to, years in existence, services offered, office locations, and number of professional staff.
- 6.2. Understanding the Project – Contractor must provide a comprehensive narrative statement that illustrates an understanding of the requirements of the project and the project schedule.
- 6.3. Approach and Management Plan for the Project - Contractor must provide a comprehensive narrative statement that sets out the methodology and management plan they intend to follow and illustrate how their plan will serve to accomplish the work and meet the College's project schedule.

- 6.4. Experience and Qualification** – Contractor must provide a personnel roster that identifies each person who will actually work on the contract. A list of three (3) minimum verifiable higher education client references. This list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the respondent’s related experience.
- 6.5. Cost Proposal** - The Contractor will include a cost proposal specifically describing and outlining the structure of the proposed agreement.

## **7. SUBMISSION OF PROPOSALS**

- 7.1.** Proposals should be prepared in a straightforward manner to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable to the College.
- 7.2.** The proposal shall be signed by the Contractor. The signer must be a partner or principal of the firm. An unsigned proposal may be rejected.
- 7.3.** Three (3) copies of the proposal must be received at the above location by December 16, 2022 at noon (12:00 P.M.). The package the proposal is delivered in must be plainly marked “Online Bookstore” A proposal shall be considered late and will be rejected if received at any time after the exact time specified for return of proposals.
- 7.4.** The College is soliciting proposals with a bona fide intention to award a contract. However, this intent will not affect the right of the College to reject any, or all, proposals.
- 7.5.** For selected finalists, The College may request representatives of the Contractor to appear for the purpose of interview and presentation of proposal. Travel expenses and costs related to the interview and presentation will be the responsibility of the contractor.
- 7.6.** In evaluating the proposals, price will not be the sole factor. The College may consider any factors it deems necessary and proper for best value including, but not limited to, price, quality of service, response to this request, experience, staffing, and general reputation. The College reserves the right to negotiate price.

## **8. Oral Presentation**

An oral presentation with one or more of the firms submitting proposals may be required after all written proposals have been received by The College. The issuing office will schedule the time and place for interview. Each firm selected for an interview should be prepared to clarify and elaborate on the details set forth in their proposal.

## **9. Multiple/Alternative Proposals**

A Contractor may submit multiple or equivalent proposals.

## **10. Public Information**

All submitted proposals and information included therein or attached thereto shall become public records at the close of the submission period. Proposals will not be opened and read in a public forum. However, all submitted proposals and information included therein or attached thereto will become the property of the College and are considered public record.

A Contractor may submit written questions in order to clarify any matters relating to this Request for Proposals. The proposer's question and Washington States’ response will become public record.

## **11. Contact Office**

Gary Barber is the single point of contact and shall be the contact with regard to all aspects of

this Request for Proposals. Contractors are not allowed to communicate with Washington State employees, staff, faculty or officials regarding this RFP, except at the direction of the contact. Any unauthorized contact will disqualify the Contractor from further consideration of this RFP and any future RFP events of same nature.

**12. Right to Reject Proposals, Waive Informalities and Award Agreements**

Washington State reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposals, and to accept or reject any item or combination of items.

**13. Respondent’s Costs to Develop Response or to Fulfill Contractual Responsibilities**

The College is not liable for any costs incurred by the respondents prior to or during the Contract, unless specified herein. All cost associated with the development of a response and in responding to this RFP is solely that of the respondent and is not chargeable to the College under any resulting contract or in any other manner

**14. SELECTION CRITERIA**

The following criteria will be used to evaluate proposals and to recommend the award.

- Quality and cost of service, as required by the RFP.
- Cost of any set-up.
- Contractor’s reputation, experience and availability.
- Recommended approach to providing services requested.
- Quality and adequacy of response (completeness, responsiveness, clarity and creativity).
- Financial strength and capacity of the organization.

**15. Other relevant criteria**

It shall be Washington States’ sole discretion on valuation of the award.

The College reserves the right to weight these factors at its sole discretion.

**16. PROJECTED TIMELINE**

Solicitation of proposals .....December 16, 2022

Deadline for submitting written questions..... January 6, 2022 @ 2:00 P.M.

Deadline for submitting proposals..... January 16, 2022 @ 12:00 P.M.

## **17. GENERAL TERMS AND CONDITIONS**

### **17.1. Indemnification**

Respondent agrees to indemnify the College, its governing board, officers, employees, agents, students and the State of Ohio from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney's fees, which may arise out of respondent performance of this Agreement, except to the extent such are caused by the sole fault or negligence of the College.

### **17.2. Governing Law**

This Agreement is made under and will be construed in accordance with the laws of the State of Ohio.

All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

### **17.3. Contingent upon Appropriation**

It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State.

### **17.4. Unresolved Findings**

The College is prohibited, pursuant to §9.24, from contracting with any respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is unresolved. Respondent warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Respondent is void *ab initio* and the respondent must immediately repay to the College any funds paid under this respondent. If at any time during the RFP process the respondent appears on the Auditor's Findings for Recovery Database, such respondent's response shall be disqualified and any contract award rescinded.

### **17.5. Suspension or Debarment**

Respondent certifies that it is not suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.

### **17.6. Absence of Sanctions**

Respondent represents that neither it nor any of its owners, officers or employees have been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid. Respondent agrees that if it or any such individual associated with it should become the subject of an investigation relating to health care fraud, abuse or misconduct, or should be sanctioned by or excluded from participating in any federal or state health care program, including Medicare and Medicaid, it will immediately notify the College contact of such event and the College

contact will have the right to immediately terminate this Agreement without penalty or cost.

**17.7. Compliance with Law and Policies**

Respondent hereby covenants and agrees that in the course of Respondent's performance of its duties hereunder, Respondent will comply with all applicable federal, state and local government statutes, ordinances and regulations, and College policies and procedures.

If professional licensing or certification constitutes a qualification for respondent's performance under this Agreement, respondent will make immediately available, at the College's request, a copy of said certification or licensure.

The respondent warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to:

Family Educational Rights and Privacy Act (FERPA)  
Gram-Leach-Bliley (GLB) Act  
[Health Insurance Portability and Accountability \(HIPAA\) Act of 1996](#)  
[Privacy Act of 1974](#)  
OSHA Compliance

The respondent agrees to comply with all applicable state and federal laws regarding drug-free workplace and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Respondent agrees to adhere to Prevailing Wage laws, if applicable, as pursuant to ORC Chapter 4115.

**17.8. Non-Discrimination**

In carrying out the Contract, the respondent and any subcontractor or person acting on behalf of the respondent or any subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin ORC Section 125.111. The respondent will ensure that applicants are hired, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The respondent agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, Vietnam-era veteran status, ancestry, or age. The respondent will incorporate the foregoing requirements of this paragraph in all contracts for any of the work prescribed herein or to be performed in connection with the Contract and will require all of its subcontractors for any part of such work to incorporate such requirements

in all subcontracts for such work. Respondent's facilities must meet the requirements of law to ensure accessibility to the disabled.

**17.9. Campaign Contributions**

O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.

**17.10. Ohio Ethics and Conflict of Interest Laws**

By submission of a response, the respondent certifies that no member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any resulting contract. Any contract arising from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or families from the respondent's his agent, or employees. Respondent further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

Respondent acknowledges that no conflict of interest exists between the respondent and the College, or respondent and its employees, or any members of their families in relation to any College policies or guidelines or state laws. Any person who acquires a conflicting personal interest as of the date the services begin must immediately disclose such interest to the College in writing. Respondent will not participate in any action affecting the services of this Agreement unless the College has determined that such participation would not be contrary to the public interest.

Respondent certifies through its response that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws. Respondent understands that failure to comply with Ohio ethics and conflict of interest laws, may be ground for termination of this contract and may result in the loss of other contracts with the State of Ohio.

**17.11. Public Records**

Respondent understands that any records kept or maintained by the College, including any quotes or pricing of Respondent, may require disclosure under Ohio's Public Records Act, R.C. § 149.43 and Ohio law and Respondent consents to such disclosure.

**17.12. Advertising**

No respondent providing products or services to the College will appropriate or make use of the name or other identifying marks or property in its advertising.

**17.13. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified, waived, or changed except in writing, and signed by both parties.

**17.14. Waiver of Breach**

A waiver by either party of any term or condition of this agreement in any instance shall not be deemed as a waiver of such term or condition for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations or agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.

**17.15. Severability**

If any provision of this Agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this Agreement or the remainder of such provision (as the case may be), and the application, shall not be affected thereby.

**17.16. Tax Exemption**

Washington State Community College is tax-exempt. An exemption certificate will be furnished upon request.

**17.17. Independent Contractor Status**

During the term of a resultant Agreement, the respondent shall be engaged by the College solely on an independent contractor basis, and the respondent shall therefore be responsible for all the respondent's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

**17.18. Permits, Licenses, Taxes, and State Registration**

The respondent shall obtain all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the State of Ohio, its political subdivisions, and any other states or governmental subdivisions in which work under this Contract is performed. The respondent must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. a certificate of Good Standing) as a condition of contract award. The certification of existence or certification of authority shall be obtained from the Secretary of State. If the respondent becomes disqualified from doing business in Ohio, it must immediately notify the College and cease performance hereunder until the disqualification is removed. The respondent must advise the College of all address changes.

**17.19. Insurance**

The respondent shall at its sole cost and expense, procure and maintain in full force and effect during the term of the contract:

1. Workers' Compensation and employer liability insurance covering all of the respondent's employees who are engaged in any work under this contract.
2. Public liability and property damage insurance (construed as including respondents' protective and broad form contracted insurance) shall protect the respondent and any subcontractor performing work covered by the contract from claims for damages for

personal injury, including death, as well as from operations under the contract, whether such operation be by the Respondent or any subcontractor.

3. Automobile bodily injury and property damage liability insurance when the services to be performed require the use of motor vehicles. Such insurance shall be secured from companies licensed to do business in the State of Ohio.
4. Respondent shall furnish Owns certificates evidencing this insurance coverage before services are commenced under the contract. All certificates of insurance shall provide that the insurance company will give Washington State thirty (30) days written notice prior to cancellation or any change in the state coverage. Policies evidencing such insurance shall designate Washington State as an additional insured and owner of the policy. All policies shall hold Washington State harmless from any action brought against the respondent for negligence and or for any and all other actions brought against Washington State as a result of this contract including but not limited to the defense of Washington State.

**WASHINGTON STATE COMMUNITY  
COLLEGE ONLINE BOOKSTORE  
PROPOSAL FORM**

FEDERAL TAX ID NO.: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

PRINCIPAL OFFICER'S SIGNATURE: \_\_\_\_\_

PRINCIPAL OFFICER'S PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### 3.1 SIGNATURE AND AGREEMENT TO COLLEGE RIGHTS AND CONDITIONS

**It is required that your proposal include the following acknowledgements signed by either the owner or an officer of your firm.**

College Rights and Conditions Acknowledgement

Circle One

Does the Contractor acknowledge and agree to the submission deadline and general conditions (Section 3)?

Yes No

Do you acknowledge that all submitted proposals and information included therein or attached thereto are considered as public record upon delivery to the College?

Yes No

Do you agree to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances and shall hold the College harmless from any liability from failure of such compliance?

Yes No

Do you certify that none of your directors, principal officers or employees are employed or affiliated with the College? If no, please provide their name(s) and title(s).

Yes No

**By:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**EXHIBIT A**

**Historical Bookstore Sales Transactions  
For selected Fiscal Years (July – June)**

**Washington State Community College Bookstore Gross  
Sales**

<b>Fiscal Year</b>	<b>Gross Sales</b>
FY19	\$793,981
FY20	\$659,783
FY21	\$648,888