
BOARD AGENDA ITEM

Information/Discussion____X____

Future Action_____

Action_____

Item: Purchase- LaunchU Text Books

Submitted by: Amanda Kettel

Date: _9/10/26_____

Recommended by: Joe Lienesch

Board Meeting Date: _9/21/26_____

RECOMMENDATION:

It is recommended that the Kent ISD board approve the purchase of text books for LaunchU's first semester . Total purchase for first semester will be \$31,507.17

BACKGROUND:

Purchase will be made through the GRCC bookstore that has established sole sourcing with Barnes and Noble. Sole sourcing information attached.

Bid Opportunities, Delivered

- Real-time alerts to open bid opportunities from participating local government agencies
- 100's of open bid opportunities from government agencies throughout Michigan
- Real-time notification of solicitations, addenda and awards
- Advance notice of term contract expirations
- Opportunities matched to your business
- Access opportunities throughout Michigan in one location
- Full customer service support

Register Today

Closed Bids

Grand Rapids Community College » RFP-MM-2122-11031 - GRCC Bookstore Services

Award Information

Deadline: 11/30/2021 prior to 1:30 PM E.S.T.

Title: GRCC Bookstore Services

Information Posted: 2/2/2022

Supporting Document: Open Intent to Award

The following companies were selected as intent to awards for this solicitation. Please check back later to see the final award information. FYI - The ITA Column = Intent To Award.

The bid results posted on this page are the bid prices read at the time of the public bid opening. This information is provided as a convenience to the contracting community, and reflect ranking of bid totals based on dollar amount only. Bid results posted on this page have not been reviewed for completeness, responsiveness, and technical qualification. Bid totals may change if clerical or mathematical errors are detected.

Recommendations to award the contract, if made, will be based upon subsequent evaluation of the entire bid and all related documents, including determination of bid responsiveness and bidder responsibility.

Company Names	Bid Results	ITA Comments	ITA
Barnes & Noble College		Intent to Award	Yes

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**Bid Opportunities,
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- Opportunities matched to your business
- Access opportunities throughout Michigan in one location
- Full customer service support

Register Today**GRCC Bookstore Services - Grand Rapids Community
College RFP-MM-2122-11031****Grand Rapids Community College » RFP-MM-2122-11031**

The information below is a summary of solicitation number RFP-MM-2122-11031 posted by Grand Rapids Community College. As a reminder, this solicitation is closed and responses are no longer being accepted.

GRCC Bookstore Services**CLOSED**

Date Issued:	10/14/2021
Deadline:	11/30/2021 prior to 1:30 PM E.S.T.
Requisition Number:	
Delivery Point:	122 Lyon St. NE
Delivery Date:	continuous
Type of Purchase:	Term: Unspecified
Construction Related:	No
Type of Response Allowed:	Online Only
Issuing Agency:	Grand Rapids Community College
Using Department:	Finance and Administration
Special Notices:	All or None Award Disadvantaged Business Enterprise (DBE) FOB Destination Installation Required Insurance Required Minority Business Participation Payment Terms = N30 Small Business Participation Value Added Clause in Specifications Women-Owned Business Participation

Attachments

Documents (3 Files)
Addenda (2)

Other Options

Vendor Activity
Award Information

ACCEPTING VENDOR QUESTIONS:

Due Date:	11/16/2021 12:00:00 PM E.S.T.
Primary Contact Name:	Mr. Mansfield Matthewson

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Accept

Grand Rapids Community College Closed Bids & Solicitations - GRCC Bookstore Services

Email: mmatthew@grcc.edu

SUMMARY OF SPECIFICATIONS:

Grand Rapids Community College ("College" and/or "GRCC") seeks proposals from qualified companies to provide the College with a hybrid bookstore consisting of both virtual, on-line services in addition to a physical presence on GRCC's campus. The purpose of the bookstore is to support the educational mission of the College by providing necessary textbooks (new, used, digital, rental, etc.) and related course materials to students at the lowest possible cost. The College also seeks proposals to best meet the other traditional 'bookstore' services, including course materials, supplies, convenience items and apparel. The selected supplier will be able to provide all deliverables outlined in the RFP.

[Terms and Conditions](#) | [Privacy Statement](#) | [Contact](#) | [FAQ](#)
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REQUEST FOR PROPOSAL

GRCC Bookstore Services

RFP 2122-11031

GRCC Finance and Administration

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QUICK FACTS

RFP Number: 2122-11031

Title: GRCC Bookstore Services

Issue Date: Thursday, October 15, 2021

Intent to Respond Due Date: N/A

Questions Due: 12:00PM, Tuesday, November 16, 2021

Proposal Due Date: 1:30PM, Tuesday, November 30, 2021

GRCC Contact: Mansfield Matthewson
Director of Purchasing

Email: mmatthew@grcc.edu

GRCC Proposal Electronic Delivery: Bid4Michigan Help Line: (800) 835- 4603

(Please allow ample time for electronic submission of your bid, prior to due date/time)

Vendors intending to submit a response to this RFP should read this document in its entirety when planning to submit a proposal.

1.0 Purpose and Conditions

1.1 Purpose for the Request for Proposal

Grand Rapids Community College (“College” and/or “GRCC”) seeks proposals from qualified companies to provide the College with a hybrid bookstore consisting of both virtual, on-line services in addition to a physical presence on GRCC’s campus. The purpose of the bookstore is to support the educational mission of the College by providing necessary textbooks (new, used, digital, rental, etc.) and related course materials to students at the lowest possible cost. The College also seeks proposals to best meet the other traditional ‘bookstore’ services, including course materials, supplies, convenience items and apparel. The selected supplier will be able to provide all deliverables outlined in the RFP.

The College wishes to provide a unique bookstore experience for its students. While many colleges and universities across the nation are transitioning to a completely online bookstore model primarily to provide lower overall prices to their students, GRCC realizes the importance of a late-registering student having immediate access to all the tools needed to succeed on the first day of class. We also realize that many students wish to embrace the traditional model of registering for one’s classes and then making their way to the college bookstore somewhere on campus to buy all their required books, course materials and supplies. That student may also wish to purchase school logo items to show their school spirit. The College desires to maintain that experience for those students that desire it.

The proposal must be comprehensive by including all services and costs necessary to meet the business and technical requirements of the College as outlined in this RFP. In addition, the proposal must specify a detailed approach/methodology, supplier and College staffing requirements, and any other assumptions to complete the proposed work.

The College is not liable in any manner or to any extent for any cost or expense incurred by the supplier in the preparation, submission, presentation or any other action connected with proposing or otherwise responding to this RFP.

Contractor should detail plans for servicing GRCC satellite locations.
e.g. [Lakeshore Campus](#) and Regional Centers

This agreement will commence on **July 1, 2022** (approx.) and expire on **June 30, 2027**.

Contract Expiration Date **June 30, 2027**

Renewable each year thru **June 30, 2027** at the discretion of Grand Rapids Community College Director of Purchasing. If it is deemed to be beneficial to both parties, the College and the Contractor can mutually agree to extend the Contract beyond the original five-year period.

1.2 GRCC Background

See [About GRCC](#)

GRCC's [website](#) provides additional information.

1.3 Definitions

- The term "Vendor" or "Contractor" means business firm submitting a proposal/quote.
- The terms "College" and "GRCC" mean the Grand Rapids Community College.
- The term IT means the Information Technology Services unit of GRCC
- The term "Respondent" means vendors that submit an official response to this RFP by the Submission Due Date.

1.4 Rules and Conditions

1.4.1 Communication

Any and all communication with GRCC regarding this RFP shall be accomplished through the Purchasing Department, using the contact information provided in the Quick Facts page of this RFP. Any Vendors that deviate from this requirement will be subject to disqualification.

1.4.2 Vendor Questions

Any questions regarding interpretation or intent must be made in written form and emailed to Mansfield Matthewson, Director of Purchasing, at mmatthew@grcc.edu by **12:00 PM, Tuesday, November 16, 2021**.

An addendum addressing all questions received by the deadline specified above will be posted to Bid4Michigan.

1.4.3 RFP Response Criteria

Vendors must follow the format of the RFP using the section titles and numbers of each information request (e.g., 9.2 Warranties). If a reference

to an attached document is used as part of the response to an information request, the reference must be specific. For example, "See page "8", paragraph three."

Proposals that do not follow the Rules and Conditions contained herein, follow the described format of this RFP, and/or do not provide responses to information requested may not be considered.

The official copy of the proposal submitted must contain complete responses and related materials.

The College will accomplish distribution to proper personnel. Emails, telegrams, faxes, phone or any other form of response other than those submitted via Bid4Michigan are not acceptable and will not be regarded as official submissions by the vendor.

1.4.4 Proposal Submission

The official electronic copy of your proposal must be received via Bid4Michigan (www.Bid4Michigan.com) no later than **1:30PM, Tuesday, November 30, 2021**. Bids must be clearly marked **GRCC Bookstore Services – RFP #2122-11031**.

Bid4Michigan Help Line: (800) 835- 4603

(Please allow ample time for electronic submission of your bid, prior to due date/time)

GRCC will not consider or examine late responses.

GRCC reserves the right to reject any and all proposals, wholly or in part, and waive any irregularities in the RFP process.

If any changes are made to this RFP by any party other than GRCC, the original document in GRCC's files takes precedence.

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted to Bid4Michigan.

In the event of a conflict between this RFP language and any subsequent contracts, agreements or other related document language, the RFP language shall supersede such conflicting language.

All proposals must include all elements listed in the RFP Response Requirements section below.

Taking exception to any item as detailed in this RFP could deem your proposal unresponsive.

1.4.5 Delivery/Pickup

Shipping and handling of any equipment acquired by GRCC as a result of this RFP must be quoted F.O.B. our dock and delivered to the following address:

Grand Rapids Community College
151 Fountain NE
Grand Rapids, MI 49503
Attn: Shipping & Receiving

1.4.6 Proprietary Information

Vendors must provide a corporate financial statement (or other documented evidence of financial solvency). Responses will be opened, read publicly and will be made a matter of public record and as such may be reviewed by any interested party as permitted by law. Pricing and contracts cannot be considered proprietary. (please include this documentation as a separate file when responding)

1.4.7 IRAN ECONOMIC SANCTIONS ACT – 2012, Public Act 517

<http://www.legislature.mi.gov/documents/2011-2012/publicact/pdf/2012-PA-0517.pdf>

Section 3 of 2012 PA 517 imposes a vendor certification requirement on request for proposals issued by Grand Rapids Community College.

Grand Rapids Community College requires that the enclosed IRAN ECONOMIC SANCTIONS ACT CERTIFICATION (Appendix "B") be submitted with the Vendor's proposal.

1.4.8 Freedom of Information Act

Respondents are advised that all materials submitted to GRCC for consideration in response to this solicitation will be considered the property of Grand Rapids Community College and will not as a matter of course be treated as confidential information.

GRCC reserves the right to distribute or not to distribute materials and information submitted by Respondents as it sees fit and/or as required by applicable law.

If a Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, that Respondent should summarize such information in a separate envelope. Each page submitted should be clearly marked "Confidential," but otherwise be presented in the same manner as the Proposal. **However, any such information is provided entirely at the Respondent's own risk and Grand Rapids Community College assumes no liability for any loss or damage that may result**

from the College's disclosure at any time of any information provided by the Respondent in connection with its proposal.

1.4.9 Non-discrimination in Employment

1.4.9.1 Equal Opportunity

Grand Rapids Community College, as an Equal Opportunity Employer, complies with federal and state laws prohibiting discrimination, including Title VI and Title VII (with Amendments) of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1974 as amended 38 USCO20-12. It is the policy and practice of Grand Rapids Community College to provide equal educational and employment opportunities regardless of age, race, color, religion, marital status, sex/gender, pregnancy, sexual orientation, gender identity, gender expression, height, weight, national origin, disability, political affiliation, familial status, veteran status or genetics. Inquiries or complaints should be addressed to Office of General Counsel, 143 Bostwick NE, and Grand Rapids 49503-3295, (616) 234-4241.

1.4.9.2 Fair Employment Practice Agreement

Grand Rapids Community College requests that the enclosed *Fair Employment Practice Agreement* (Appendix "A") be submitted with the Vendor's proposal, however submission is not mandatory.

1.4.10 Non-Discrimination

Non-Discrimination for all contracts for goods or services which the Contractor enters into in connection with performance of services under this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of age, color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender, sexual orientation, veteran status, or weight. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their age, color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender, sexual orientation, veteran status, or weight. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Contractor shall comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission (“the Commission”).

The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by GRCC. Said forms may also elicit information as to the practices, policies, program and employment statistics of the Contractor and any subcontractors or suppliers, and the Contractor shall permit access to books, records and accounts by GRCC and/or its agent, for purposes of investigation to ascertain compliance with this Contract for Construction and with rules, regulations, and orders of the Commission.

GRCC believes that it economically makes good business sense and contributes to the economic growth of West Michigan to make every reasonable, opportunity for minority / women / disabled-person business enterprises (M/W/DBE) to participate in GRCC’s contracts as suppliers, contractors and subcontractors performing work for GRCC. Therefore, the Contractor is strongly encouraged to actively locate and include M/W/DBE’s in its procurement efforts and to increase the amount of business done with these enterprises. A M/W/DBE is defined as a privately or publicly owned business organization whose ownership is at least 51% owned, controlled and actively managed by one or more minority/women/disabled persons as defined by federal law. The Contractor shall, upon request, provide reports within such time and upon such forms as provided by GRCC as to its good faith efforts to provide opportunities for M/W/DBE’s.

The Contractor shall include, or incorporate by reference, the provisions of the foregoing or orders of the Commission, and shall provide in every subcontractor’s and supplier’s subcontract or purchase order that said provisions shall be binding on its subcontractors and suppliers

1.4.11 Title VI Compliance

Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FMCSA Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source: “GRCC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

1.5 Local Vendors

Purchases will be made from Grand Rapids Community College District area vendors in all cases where price and all other factors are equal to or lower than vendors outside the GRCC District, at the discretion of the Director of Purchasing. In those cases where the GRCC district vendor bid price exceeds the bid price of the vendors outside the GRCC District, and/or there is a distinct advantage to the College, the College reserves the right to award to the vendor within the GRCC District at the discretion of the Director of Purchasing. GRCC also reserves the right to award to the vendor within the GRCC District for RFP evaluations, given a distinct advantage to the College, at the discretion of the Director of Purchasing.

1.6 Micro-Local Business Enterprises

Goods and Services

Grand Rapids Community College will provide a 5% bid discount to businesses currently certified by the City of Grand Rapids as a Micro-LBE.

See [Micro-Local Business Enterprises](#) for details. -

1.7 Contracts

Any contract(s) resulting from this RFP:

- Shall be governed under, and the rights and obligations of the parties hereto be determined in accordance with, the laws of the State of Michigan; and
- Shall incorporate the responses of the successful Vendor and such responses shall constitute material terms of any contracts; and
- Any required dispute resolution, including litigation, mediation or arbitration must be conducted in Kent County, State of Michigan; and
- Are dependent upon approval by the College's Board of Trustees.
- GRCC reserves the right to terminate the contract within thirty (30) days of written notice and prior to any Contract Termination date, if either service, equipment, software, supplies or contract performance and conduct, as judged by GRCC, does not meet acceptable standards. GRCC also reserves the right to cancel for convenience.
- A Vendor must attach any Contracts, Support Agreements, End User License Agreements and/or any Hardware, Software, or Support use Terms and Conditions or Contracts that must be completed, applicable to any services or products acquired by GRCC as a result of this RFP.

1.8 Tobacco Free

GRCC is a [tobacco free](#) campus. All individuals including students, faculty/staff, suppliers, contractors/subcontractors and visitors are prohibited from smoking in

College buildings, vehicles and premises. All individuals are expected to acknowledge the [tobacco free policy](#) and provide full compliance.

2.0 RFP Response Requirements

Proposals submitted **must** include the following:

2.1 Professional and Technical Expertise

Each Vendor must provide a brief description of its company, including the date established, and the organization's experience and history implementing solutions for organizations similar in size, scope and nature to GRCC.

Each Vendor shall include a brief description of the professional and technical experiences, background, qualifications and expertise of the organization's key personnel to be assigned to this project.

2.2 Reference Information

Each vendor must provide brief descriptions of deploying similar products and/or services at similar organizations within the last five years.

Each vendor must provide at least three customer placement references (past, present, similar environment and similar products), including contact information. Local and Higher Education references are preferable. References will be contacted and site visits may be requested.

References must not be from a person, company or organization with any interest, financial or otherwise, in the Vendor organization.

GRCC, at its sole discretion, may contact other known clients of the Vendor for references.

GRCC may eliminate from further consideration in the RFP process any Vendor who, in the opinion of GRCC, receives an overall unfavorable report from client references.

3.0 Selection and Evaluation Criteria

3.1 Selection Criteria

GRCC will determine which responses are to be considered for evaluation and will determine the successful Vendor.

A team led by a Cross-functional bookstore evaluation team and the Purchasing Department, following GRCC's policies and procedures, will conduct the evaluation and selection process.

3.2 Evaluation Criteria

The evaluation of responses will be based on, but not limited to:

- Vendor's ability to meet all the requirements and specifications contained in this RFP
- Best value, cost and benefit for GRCC; including alignment with GRCC [Mission, Vision, Values and Goals](#).
- Ability to meet GRCC's service, delivery, and timeline requirements
- Financial strength of the Vendor
- Quality of Proposal documentation and/or presentation
- Vendor's experience in public higher education
- Vendor's solicited and unsolicited references
- Vendor's experience in public and private higher education, including community colleges and 4-year colleges and universities
- Pricing and refund policies
- Commission returns to the college
- Customer service and store operations

The evaluation criteria listed below summarizes the elements that will be considered when evaluating submitted proposals:

<i>Evaluation Criteria</i>	<i>Weight</i>
Complete Cost of the service • Commissions/Price Proposal • Value	40%
Technical and Operational Capabilities • Hours of Operation • Innovative Technology • Breadth of offerings • Online/website capabilities • Financial strength • Fair and transparent retail pricing • Meets technical and operational requirements of RFP	20%

Ease of Implementation • Transition Plan • Costs related to implementation • Sales Staff Knowledge and Responsiveness • Service alignment with industry best practices • Alignment with GRCC Vision, Mission, Values and Goals	15%
Other revenue and incentives • Student Incentives • Student Assistance • Infrastructure Improvements • Ease of doing business • Ability to deliver support and maintenance ○ Technical support staff knowledge ○ Timeliness of follow-up to support calls ○ Service delivery turnaround (within 4-hour window) • Vendor/customer partnering ○ Vendor interest in building long term support relationship ○ Long term discount arrangements	10%
Vendor Relations & Background • Customer Service • Sales Staff Knowledge, Experience & Responsiveness • Vendor/GRCC Partnering • Customer references (past, present, similar environ. & products) • History of experience	10%
Vendor RFP Process • Response organization • Completeness of response	5%

4.0 Presentations

Vendors whose proposals are determined by the evaluation team to meet or exceed the requirements of this RFP may be requested to come on campus to provide an overview of their proposal(s), respond to questions from the evaluation team and provide demonstrations (if applicable). The presentation can be an additional weighted factor in determining award.

5.0 Requirements & Scope of Work

5.1 Current Bookstore Information:

The GRCC Bookstore is located on the first floor of the Student Center at 122 Lyon Street NE, Grand Rapids, MI 49503.

[GRCC Bookstore Website](#)
[GRCC Bookstore Information](#)

5.2 Gross Sales

Fiscal Year 2017 - \$4.9M
Fiscal Year 2018 - \$4.6M
Fiscal Year 2019 - \$4.1M
Fiscal Year 2020 - \$3.3M
Fiscal Year 2021 - \$2.8M

Percentage of [OER \(Open Educational Resources\)](#) – **NAT/Lauren W.**

5.3 Enrollment

[Winter 2021 Enrollment Report](#)

[Student Enrollment Management Scoreboard](#)

5.4 Store Layout

See Appendix C attachment

5.5 Scope & Objectives

Each vendor must provide a description of how proposed personnel, processes, systems and services will:

- provide services that result in cost-savings for students
 - provide information regarding cost saving opportunities with and without inclusive access
- demonstrate innovation and ability to deliver leading edge services
- assure compliance with Federal student aid regulations
- support [Open Educational Resource \(OER\)](#) options
- integrate with [GRCCePrint](#) services to support on-demand printing and/or course packs
- comply fully with [GRCC's Instructional Materials policy](#)

Each vendor must provide a description of how comprehensive student bookstore services are provided, including:

- a variety of options for students (purchase/rent; hardcover/softcover/ loose-leaf/e-book)
- student-friendly buyback options
- access to a competitive Online Marketplace
- excellent Customer Service
(24/7 Support for students and staff)

RFP 2122 -11031 - GRCC Bookstore Services

- access to regularly-updated performance analytics
- on-demand access to detailed service-level data
- support for selling quality GRCC merchandise on campus, including support for custom online orders (may not be exclusive to vendor)

Each vendor must describe the extent to which they are able to:

- integrate with the College's ERP system (PeopleSoft)
- integrate with the College's [Raider Card](#) system (Atrium)
- integrate with other online marketplace vendors

Other:

- detail plans for servicing GRCC satellite locations
e.g. [Lakeshore Campus](#), [Middle College](#) programs
- describe operational costs
- on-site square-footage requirements
 - GRCC needs to define vendor expectations for on campus space
- commission structure
- transition processes (inventory/staffing, etc.)
- opportunities for on-demand logo wear... spirit store concept for students and employees

6.0 Insurance Requirements

The successful bidder shall provide insurance certificates for minimum insurance coverage as follows:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<u>GENERAL LIABILITY</u>		
Bodily Injury Liability	\$ 1,000,000	\$3,000,000
Property Damage	\$ 1,000,000	\$3,000,000
OR		
Bodily Injury & Property Damage Combined	\$1,000,000	\$3,000,000
<u>PROFESSIONAL LIABILITY (E&O)</u> (for professional services only)	\$1,000,000	\$3,000,000
<u>AUTOMOBILE LIABILITY</u>		

Bodily Injury & Property Damage Combined Single Limit.	\$1,000,000
--	-------------

EXCESS LIABILITY

Commercial Umbrella Coverage	\$1,000,000	\$1,000,000
---------------------------------	-------------	-------------

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Each Accident	\$ 500,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 500,000

ADDITIONAL INSURED

Grand Rapids Community College, its elected or appointed officers, officials, employees and volunteers are included as additional insureds with regard to damages and defense of claims arising from:

- (a) activities performed by or on behalf of the Named Insured,
- (b) products and completed operations of the Named Insured,
- (c) premises owned, leased or used by the Named Insured, or
- (d) the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured."

6.1 Indemnification

The bidder shall agree to indemnify and save Grand Rapids Community College, its officers, agents and employees, from and against any and all liability, claims, demands, or damages, caused by negligent act or omission, misfeasance, or malfeasance of the bidder, its agents, servants, or employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, and any kind and nature arising or growing out of the action of the bidder connected with the appeal, and any kind and nature arising or growing out of the action of the bidder connected with the performance of agreement, whether by act or omission of the bidder, its agents, servants, employees or others; unless said claim for liability is caused by negligence, misfeasance or malfeasance of GRCC or its agents, or employees.

7.0 Risk Analysis

Identify and describe each risk factor associated with this project.

- Identify and describe each risk factor associated with your proposed solution that may affect the successful outcome of your solution.
- For each identified risk, identify those actions that you can undertake to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that the scope and anticipated outcomes of the actions are clearly defined in your project and management plans.
- If there are actions that Grand Rapids Community College can take to reduce or mitigate risks, identify those actions and the expected impacts on the risk.

8.0 Quality and Performance Standards

Bidders shall include a description of their quality program, including complaint resolution and corrective action procedures.

Bidders shall describe metrics that are tracked, the frequency at which they are tracked and guaranteed level of performance. Submission of quality and performance history is also encouraged.

8.1 ADA/Accessibility

All products and services must be universally accessible to all members of the GRCC community regardless of mobility, vision, hearing, cognitive, developmental ability level or diagnosis that substantially limits daily life activity as mandated by the Americans with Disabilities Act as Amended (2008) and Section 508 of the Rehabilitation Act (1973)"

8.2 Accessible Electronic Information Technology

To ensure the procurement of products and services which are compliant with Section 508 of the Rehabilitation Act of 1973 (as amended in 1998), the vendor must provide Section 508 compliance audit or test results that document the testing methodology utilized to determine the product or solution's compliance and the results of the accessibility audit. The procurement officer may request proof of whether the testing was conducted by the vendor or whether an independent third-party auditor was retained.

8.3 VPAT (Voluntary Product Accessibility Template)

What is a VPAT?

A VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.

The VPAT ([Voluntary Product Accessibility Template](#)) product is a tool developed by industry (ITIC – Information Technology Industry Council,) and government

(GSA – Government Services Administration) to help facilitate the market research responsibilities of Federal IT professionals, by enabling government requestors to compare vendor products.

The VPAT was designed to provide information on how a product or service conforms to the Section 508 Accessibility Standards (from the U.S. Access Board) for Electronic and Information Technology (E&I T) in a consistent fashion and format. In general, Vendors should generate a VPAT whenever they develop products or services that are determined to be E&I T and are to be sold in the Federal market place. In each VPAT, the vendor is expected to make specific statements, in simple understandable (recommended) language, about how their product or service meets the requirements of the Section 508 Standards (section by section, and paragraph by paragraph).

***A VPAT provides information on how a product or service claims to conform to the Section 508 Access Board Accessibility Standards for Electronic and Information Technology (E&I T). The criteria by which [Organization's name] reviews VPAT's presented by vendors are exactly the same as those that are suggested by Information Technology Industry Council (ITI) in their VPAT Best Practices.

9.0 Pricing & Warranties

9.1 Pricing

Vendors are required to submit a complete description of all costs associated with all elements offered in the proposal. Important inclusions are:

- Please provide complete pricing for the total, proposed solution according to the information provided in this request for proposal.
- Vendors must provide detailed pricing for their proposals making certain to itemize/detail the costs for all proposed products and/or services.
- Provide a total cost for each proposed solution, backed by the detail used for developing prices.
- Outline the pricing structure of your company. Pricing must be provided to include all costs related to the agreement.
- Any items, products, or services that would result in additional charges must be clearly presented and explained.

All prices and rates are guaranteed to be firm for the first year. Please indicate pricing and/or discount percentage commitments for subsequent years (i.e. specific prices/discounts for years two and three; percentage increase maximums,

or other defined methods). GRCC reserves the right to exercise the option to extend or close any awarded contract at the expiration of year one.

Any shipping costs to be incurred by the College must be quoted FOB our dock. Shipping costs must be provided by item and sub-totaled by system.

In addition to what has been specified, Suppliers are encouraged to provide “expressive bid” alternate pricing/proposals by suggesting alternate specifications, technology, terms and conditions, service conditions, etc. that could result in flexibility and cost savings for Grand Rapids Community College and for the Vendor. Vendors must insure that their alternate proposal meets or exceeds requirements and specifications as detailed throughout this RFP.

Alternate proposals will be considered for evaluation, but not guaranteed for award.

9.2 Warranties

Vendors must indicate what items have warranties and what the duration of the warranties are (if applicable). Any quotas or limits of service must be clearly identified and remedies or additional costs explained.

Proposals must specify the exact period(s) of warranty coverage for all proposed equipment. Vendors should provide quotes for additional warranty periods for the equipment specified in this RFP being sure to include any additional costs in the quoted price. All proposed Service Level Agreements must be attached to the RFP response.

10.0 Negotiations

GRCC may enter into negotiations with bidders on price or technical clarifications. Additionally, GRCC may negotiate with the vendor(s) to reach an agreement that best meets the overall needs and desires of the College

GRCC may issue a clarification request, in writing, to one or all bidders. A clarification request does not allow a bidder to change its proposal.

10.1 Best and Final Offer

GRCC may request a Best and Final Offer (BAFO) from each bidder determined to be in the competitive range. Each bidder must respond in writing with its BAFO by the deadline established by GRCC Purchasing.

There is no guarantee that any bidder will be allowed an opportunity to engage in negotiations or to submit a BAFO under this Section.

Payment terms will be net 30 days upon delivery of products and following completion of any services and receipt of invoice.

11.0 Taxes

Grand Rapids Community College is exempt from Michigan Sales Tax and will furnish a tax-exempt certificate upon request.

- **Appendix A: Fair Employment Practices Agreement**

Fair Employment Practices Agreement

This rider is attached to and made a part of the bidding form agreement between the Grand Rapids Community College and

Name of Company

During the performance of this contract, the above-named firm agrees as follows:

1. Will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender, age, national origin, height, weight, marital status, disability, or status as a veteran ("protected classes") unless necessary as a bona fide occupational qualification. Said company will take action to ensure that applicants are employed without regard to their membership in a protected class, as defined above. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, recall, or termination, rates of pay or other forms of compensation, and a selection for training, including apprenticeship. He/She agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Will, in all solicitations or advertisements for employees placed by or on behalf of the company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, gender, age, national origin, height, weight, marital status, disability, or status as a veteran unless necessary as a bona fide occupational qualification.
3. Will, as applicable, provide a written notice of the companies' commitments under the Fair Employment Practices Agreement to each labor union representative or worker(s) with which he/she has a collective bargaining agreement or other contract understanding. He/She further agrees to post a copy of the notice in conspicuous places available to employees and applicants for employment.
4. Will furnish all information and reports as requested by Grand Rapids Community College, including pertinent books, records, and accounts to ascertain compliance with Grand Rapids Community College nondiscrimination policies.
5. In the event of noncompliance with the nondiscrimination clauses of this contract or with any of the said policies, this contract may be canceled, terminated, or suspended in whole or in part, and the said company may be declared ineligible for further contracts in accordance with procedures established by the Grand Rapids Community College and such other sanctions may be imposed and remedies involved as provided by rule, regulation, order or statement of policy of the College or as otherwise provided by law.
6. The following provisions are required by the Elliot-Larson Civil Rights Act: The company and, where applicable, sub-contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire tenure, terms, conditions or privileges of employment, because of his/her race, color, religion, sexual orientation, gender, age, national origin, height, weight, marital status, disability, or status as a veteran unless necessary as a bona fide occupational qualification
7. **MINORITY OWNERSHIP**
Ownership Interest:
Public Act 428 of 1980 requires that the minority business owner or woman business owner own more than 50% of the shares or interest in the business and share in more than 50% of the net profit or loss

of the shares or interest in the business which accrues to shareholders who are members of a minority or a woman owned business.

CONTROL AND OPERATION
P.A. 428 of 1980 requires the minority or women to exercise the power to make policy decisions and be involved in the day-to-day management of the business.

Minority-Owned

Company Name: _____ Phone: _____

Address:

Type of Business:

Independent Firm, or Owned/Controlled by:

Corporate Address of Parent Firm

Name of person providing data (please print): _____

Phone: _____ Date: _____

Title: _____ Signature: _____

Questions concerning the Fair Employment Practices Agreement should be directed to Labor Relations (616) 234-3453

- **Appendix B: Iran Economic Sanctions Act Certification**

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

Section 3 of 2012 PA 517 imposes a vendor certification requirement on request for proposals issued by Grand Rapids Community College.

Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

In response to this legislation, Grand Rapids Community College requires the following information.

The Vendor (respondent) certifies that:

____ IT IS

____ IT IS NOT

an Iran linked business as defined in MCL 129.312.

Company Name: _____

Name of person providing data (please print): _____

Title: _____ Signature: _____

Phone: _____ Date: _____

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