

EMPORIA STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP)

RFP Number: 004-21

Date Issued: Friday, September 17, 2021
Questions Deadline: Friday, October 15, 2021
Closing Date: Friday, October 29, 2021

Procurement Officer: Debbie Redeker
Mailing Address: Emporia State University Purchasing Office
1 Kellogg Circle, Box 4021, Plumb Hall 103M, Emporia, KS 66801
Phone: 620-341-5134
E-Mail Address: purchaseorders@emporia.edu

Item: University Bookstore Services
Agency: Emporia State University (ESU), Emporia, KS 66801

Period of Contract: Contract Award through February 28, 2027
(with the option to renew for two (2) additional three (3) year periods)

Scope of Work: ESU is issuing this RFP to obtain competitive responses from contractors to operate textbook services and to manage the ESU Memorial Union Bookstore per the attached specifications.

Questions/Addenda: No pre-proposal conference is scheduled for this RFP, however, we have included a video tour of the Bookstore property (<https://sites.google.com/g.emporia.edu/bookstoretour>). If you prefer an on-campus tour (complete before October 8, 2021), please email purchaseorders@emporia.edu for additional details. Questions and requests for clarification of the RFP must be submitted by email to the attention of ESU Purchasing at purchaseorders@emporia.edu by Friday, October 15, 2021, at 2:00 p.m. Each question or clarification should reference the appropriate RFP section and answers to these questions will be in the form of an Addendum.

Impromptu questions may be permitted and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of Emporia State University will be in writing.

Failure to notify the ESU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of ESU. Any modification to this RFP as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum. Only written communications are binding.

Answers to questions will be available in the form of an addendum on the Vendor Registry bidding website: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>. It shall be the responsibility of all participating contractors to acquire any and all addenda and additional information as it is made available from the website cited above. Contractors are required to check the website on a regular basis for any additional information, addenda, or instructions.

READ THIS REQUEST CAREFULLY

Failure to abide by **all** of the conditions of this Request for Proposal (RFP) may result in the rejection of a bid. Inquiries about this RFP should indicate the RFP number and be directed to the Emporia State University Purchasing Office.

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SIGNATURE SHEET

Item: University Bookstore Services
Agency: Emporia State University
Location: Plumb Hall 103M
Closing Date: Friday, October 29, 2021

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Phone _____ Local _____ Cell _____

Tax Number _____

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Phone _____ Local _____ Cell _____

E-Mail _____

If awarded, contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Phone _____ Local _____ Cell _____

E-Mail _____

Emporia State University may use the Business Procurement Card for contract purchases. Yes ____ No ____
(Refusal will not be a determining factor in award of this contract.)

Would this contract be available to other political subdivisions of the State of Kansas? Yes ____ No ____
(Award will not be based on accepting or declining.)

TAX CLEARANCE

Emporia State University strongly supports the State of Kansas Tax Clearance Process. Contractors submitting bids or proposals which exceed \$10,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of contractor's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate.
- Return to the website the following working day to see if KDOR will issue the certificate.
- If issued an official certificate, print it, and attach it to your bid response.
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued.

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

Information about Tax Registration can be found at the following website: <http://www.ksrevenue.org/busregistration.html>.

The ESU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the ESU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or ESU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of ESU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders, and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

REFERENCES

Provide four (4) references. References shall have purchased similar items/services from the contractor in the last year. Contractor employees and ESU shall not be shown as references.

1. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

2. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

3. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

4. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

Duplicate as needed

CONTRACTOR RESPONSE CHECKLIST

The following items are provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. **Contractors are instructed to utilize this list, including Addenda Acknowledgement, and include it with their bid submission.** To ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

Technical and cost proposals, including other supporting documents:	Page
_____ Signature Sheet	3
_____ Copy of the Tax Clearance Certificate received from the Kansas Department of Revenue.	4
_____ Signed Certification Regarding Immigration Reform & Control Form	5
_____ References	6
_____ Technical Proposal	21
_____ Financial Bid Form	44
_____ W-9 (form can be found at http://www.irs.gov/)	

Addenda Acknowledgement: Bidder acknowledges receipt of the following addenda:

Addendum No. _____, _____, _____, _____, _____

Signature acknowledging receipt of addenda Date

Questions/Addenda: Questions and requests for clarification of the RFP must be submitted by email to the attention of the ESU Purchasing Office at purchaseorders@emporia.edu by Friday, October 15, 2021, at 2:00 p.m. Each question or clarification should reference the appropriate RFP section.

Contractor’s bid response: must be submitted no later than **2:00 p.m., CST**, on or before Friday, October 29, 2021.

Please submit bid responses by the way of ESU’s Vendor Registry e-Bidding Portal by registering your business then submitting the bid document(s) at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>

Technical assistance will be provided by contacting Vendor Registry at 844-802-9202 or cservice@vendorregistry.com

*If complications continue to arise, email or carrier mailed submissions will also be accepted (below). **Please allow ample time for submissions as late proposals are not considered.***

Emailed bid submissions:
Emporia State University Purchasing Office
purchaseorders@emporia.edu
RFP# 004-21

Mailed submissions are also acceptable to:
Emporia State University Purchasing Office
1 Kellogg Circle
Campus Box 4021
Emporia, KS 66801

Bid Opening: Emporia State University Purchasing Office, Plumb Hall 103M, 1 Kellogg Circle, Emporia, KS 66801, following bid closing. Due to COVID-19, contractors will not be able to attend.

SECTION 1 - INSTRUCTIONS

- 1. Proposal Reference Number:** The RFP number, indicated in the header of this document, as well as on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Emporia State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other Emporia State University employee regarding this RFP except with designated Emporia State University participants in attendance **ONLY DURING:**

Negotiations

Contract Signing

as otherwise specified in this RFP.

Violations of this provision by contractor or ESU personnel may result in the rejection of the proposal.

- 2. Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by The Procurement Negotiation Committee (PNC) composed of individuals from appropriate departments or their designees with the Director of Purchasing as the Chair of the PNC.
- 3. Appearance Before Committee:** Any, all or no contractors may be required to appear before the PNC to explain the contractor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from contractors as needed. If information is requested, the PNC is not required to request the information of all contractors.

Contractors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Contractors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the contractor's revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

- 4. Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the contractor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
- 5. Tax Clearance:** ESU strongly supports the State of Kansas Tax Clearance Process. Contractors submitting bids or proposals which exceed \$10,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of contractor's bid or proposal. Tax Clearances may be obtained at the following website:
<http://www.ksrevenue.org/taxclearance.html>.
- 6. Preparation of Proposal:** Prices are to be entered in spaces provided on the pricing sheet provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any price quotes provided by contractors. The contractor shall be responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other contractor, competitor or public officer/employee.

- 7. Signature of Proposals:** Each proposal shall give the complete mailing address of the contractor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the contractor's tax number.
- 8. Acknowledgment of Addenda:** All contractors shall acknowledge receipt of any addenda to this RFP by filling out and signing the contractor response check-list page, including the Addenda Acknowledgement, and returning it with their bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only the ESU Purchasing Office shall issue changes to this RFP, which will be in writing.
- 9. Modification of Proposals:** A contractor may modify a proposal by letter format to purchaseorders@emporia.edu or mail at any time prior to the closing date and time for receipt of proposals.
- 10. Withdrawal of Proposals:** A proposal may be withdrawn on written request attachment from the contractor to the ESU Purchasing Office at purchaseorders@emporia.edu (or mail) prior to the closing date.
- 11. Competition:** The purpose of this RFP is to seek competition. The contractor shall advise the ESU Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the ESU Purchasing Office no later than five (5) business days prior to the bid closing date. The ESU Purchasing Office reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
- 12. Evaluation of Proposals:** Award shall be made in the best interest of Emporia State University as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost (contractors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. ESU reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.)
 - Adequacy and completeness of proposal
 - Contractor's understanding of the project
 - Compliance with the terms and conditions of the RFP
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this RFP
- 13. Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.
- 14. Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the ESU Purchasing Office by sending (do not include with bid):

- A check for \$3.00, payable to Emporia State University
- A self-addressed, stamped envelope
- RFP Number

Send Request for Bid Tabulation to:
Emporia State University Purchasing Office
1 Kellogg Circle, Campus Box 4021
Emporia, KS 66801

Copies of individual proposals may be obtained under the Kansas Open Records Act. ESU's KORA Policy is available at: <http://www.emporia.edu/about/kora.pdf>. Please see below for instructions to request an estimate of the cost to reproduce the documents. Upon receipt of the funds, the documents will be mailed. You may also request to review the proposal file. Please contact the Custodian of Records indicated below to set up an appointment. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

Emporia State University asks that you submit a written request to obtain public records. Please include your name, contact information, and a specific description of the records you are requesting. Make your request as specific as possible to expedite the process.

Mail your request(s) to:
General Counsel and ESU KORA Custodian of Records
Office of General Counsel
1 Kellogg Circle, Box 4001
Emporia, KS 66801
kora@emporia.edu

- 15. Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Emporia State University. The **Kansas Open Records Act** (K.S.A. 45-205 et. seq.) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. (See: <http://da.ks.gov/purch/KSOpenRecAct.doc> and <http://www.emporia.edu/about/kora.pdf>). No proposals shall be disclosed until after a contract award has been issued. ESU reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the contractor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The contractor shall provide detailed written documentation justifying why this material should be considered "Proprietary." The ESU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Emporia State University does not guarantee protection of any information which is not submitted as required.

- 16. Exceptions:** By submission of a response, the contractor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the proposal to be entitled: "Exceptions".
- 17. Notice of Award:** An award is made on execution of the written contract by all parties.
- 18. News Releases:** Only Emporia State University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION II - PROPOSAL RESPONSE

1. Submission of Proposals: Contractor’s proposal shall consist of:

- Technical Proposal;
- Cost Proposal (Price Sheet);
- Completion of contractor response check list;
- Signature sheet;
- Tax Clearance Certificate;
- Certification regarding immigration reform & control;
- W-9

Contractor's proposal shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1:

Emporia State University Purchasing Office
purchaseorders@emporia.edu
RFP# 004-21

Emporia State University Purchasing Office
1 Kellogg Circle
Campus Box 4021
Emporia, KS 66801

Faxed or telephoned proposals are not acceptable unless otherwise specified. Proposals received prior to the closing date shall be kept secured and sealed until closing. Emporia State University shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.

It is the contractor’s responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

2. Proposal Format: Contractors are encouraged to prepare their Technical Proposal following the same sequence as this RFP.

3. Transmittal Letter: All bidders shall respond to the following statements:

- The contractor acknowledges and accepts all submittal requirements listed in SECTION IV SPECIFICATIONS of the RFP document for each subsection with listed requirements.

- The contractor is the prime contractor and if applicable has identified all subcontractors.

- The contractor is a corporation or other legal entity.

- Has an attempt been made or will be made to induce any other person or firm to submit or not to submit a proposal?

- The contractor does **not** discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability.

- Cost or pricing information has been included in the transmittal letter or the Technical Proposal.

- The contractor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict.

- The person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements.

- Contractor agrees that any lost or reduced state or federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in ESU payments to Contractor.

- The contractor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit. **Accept or Reject** _____

Disclaimer: There is a reasonable probability that the contractor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the contractor which would relate to the performance of this contract. If the statement is in the affirmative, the contractor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the contractor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the ESU. **Accept or Reject** _____

4. **Contractor Information:** The contractor must include a narrative of the contractor's corporation and each subcontractor if any. The narrative shall include the following:
 - a. date established;
 - b. ownership (public, partnership, subsidiary, etc.);
 - c. number of personnel, full and part-time, assigned to this project by function and job title;
 - d. resources assigned to this project and the extent they are dedicated to other matters;
5. **Qualifications:** A description of the contractor's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The contractor must be an established firm recognized for its capacity to perform. The contractor must have sufficient personnel to meet the deadlines specified in the RFP.
6. **Timeline:** A timeline for implementing services must be submitted with the bid.
7. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.
8. **Technical Literature:** All bids shall include specifications and technical literature sufficient to allow Emporia State University to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.
9. **Procurement Card (P-Card):** Presently, Emporia State University uses a State of Kansas Business Procurement Card (Visa-branded) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. **Please indicate on the Signature Sheet if you will accept the Business Procurement Card for payment.**

SECTION III - TERMS AND CONDITIONS

- 1. Documents:** This RFP, any amendments, the response, and any response amendments of the Contractor, and the ESU-146a (Rev. 07-19) Contractual Provision Attachment shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form ESU-146a (Rev. 07-19) (attached);
 - written modifications to the executed contract;
 - written contract signed by all parties;
 - this RFP including any and all addenda;
 - any supporting manuals/documents that have been incorporated in this Request; and
 - contractor's written proposal submitted in response to this Request as finalized
- 2. Contract:** The successful contractor will be required to enter into a written contract with ESU. The contractor agrees to accept the provisions of ESU-146a (Rev. 07-19) Contractual Provision Attachment which is incorporated into all contracts with ESU and is attached to this RFP.
 - 3. Contract Formation:** No contract shall be considered to have been entered into by ESU until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful contractor.
 - 4. Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN LETTER FORMAT as an attachment to an email (or mail)** and addressed as follows:

Purchasing Office
Emporia State University
RFP# 004-21
University Bookstore Services
purchaseorders@emporia.edu

or to any other persons or addresses as may be designated by notice from one party to the other.

- 5. Termination for Cause:** Emporia State University and/or its Purchasing Office may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - the Contractor fails to make delivery of goods or services as specified in this contract;
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract, or
 - the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

ESU shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as ESU may authorize in writing), ESU shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

- 6. Termination for Convenience:** Emporia State University may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of ESU. In

the event that ESU elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

7. **Debarment of University Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A 75-37,104.
8. **Rights and Remedies:** If this contract is terminated, ESU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to ESU in the manner and to the extent directed, any completed materials. ESU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by ESU subject to any offset by ESU for actual damages including loss of state or federal matching funds.

The rights and remedies of ESU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
10. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by ESU shall not constitute a waiver.
11. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

12. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract and/or damages.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. ESU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 14. Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the ESU Purchasing Office or other designated ESU office.
- 15. Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the ESU and who are providing services involving this contract or services similar in nature to the scope of this contract to ESU. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any ESU employee who has participated in the making of this contract until at least two years after his/her termination of employment with ESU.
- 16. Confidentiality:** The Contractor may have access to private or confidential data maintained by ESU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. Contractor may be required to agree to additional confidentiality terms and execute related documentation. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by ESU promptly at the request of ESU in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by ESU, will destroy or render it unreadable.
- 17. Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 18. Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract for cause.
- 19. Hold Harmless:** The Contractor shall indemnify ESU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

ESU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice ESU's right to recover against third parties for any loss, destruction or damage to State property.
- 20. Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor will reimburse ESU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 21. Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any ESU employee at any time.
- 22. Retention of Records:** Unless ESU specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of ESU; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be within five (5) business days at no cost to ESU.

23. Antitrust: If the Contractor elects not to proceed, the Contractor assigns to ESU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and ESU relating to the particular products or services purchased or acquired by ESU pursuant to this contract.

24. Modification: This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

25. Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of ESU.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of ESU.

26. Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

27. Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

28. Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

29. Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Emporia, Lyon County, Kansas, unless otherwise specified and agreed upon by ESU.

30. Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Lyon County, unless otherwise specified and agreed upon by ESU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party. Contractor/contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with Emporia State University and need not be reserved, but prudence requires the University to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

31. Mandatory Provisions: The provisions found in Contractual Provisions Attachment (ESU-146a), which is attached, are incorporated by reference and made a part of this contract.

32. Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

33. Criminal or Civil Offense: Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or

business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

- 34. Injunctions:** Should ESU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of ESU, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
- 35. Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 36. Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Emporia State University said issue is due to imperfection in material, design, workmanship or contractor fault.

- 37. Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
- 38. Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. **ESU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contractor's price quotation.** Upon request, ESU shall provide to the Contractor a certificate of tax exemption.

ESU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

- 39. Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

- 40. Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after

November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at ESU's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to ESU any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

41. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
42. **Off-Shore Sourcing:** Contractors shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the ESU Purchasing Office in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work relocated. ESU must approve any changes prior to work being relocated. Failure to obtain ESU's approval may be grounds to terminate the contract for cause.

43. **On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to ESU any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a bid shall be construed as evidence that the contractor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the contractor's bid.
44. **Experience:** All bidders must have a minimum of ten (10) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

45. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to ESU. Failure to provide available price reductions may result in termination of the contract for cause.
46. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Emporia State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Emporia State University receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and Emporia State University. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date. Payments shall not be made for costs or items not listed in the Contractor's response.
47. **Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

- 48. Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to ESU's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 49. Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify Emporia State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the ESU Memorial Union Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.
- 50. Charge Back Clause:** If the contractor fails to deliver the product within the delivery time established by the contract, ESU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.
- 51. Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for ESU may be required before final contract approval. ESU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to ESU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.
- 52. Subcontractors:** Kansas Statute K.S.A. 75-3741, as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a single contract for the "Project as a whole" is to be awarded.
- ESU requires tax clearance certificates for all subcontractors be submitted with the proposal, and that the bidder additionally provide subcontract(s) legal company name, contract information and tax ID number (FEIN/TIN) as well.
- 53. Equipment:** All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
- 54. Implied Requirements:** All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the contractor's response.
- 55. Warranty:** Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. ESU requires a "standard" warranty of a specific number of days, or one (1) year, whichever is greater unless otherwise indicated. This warranty shall be included in the cost of the equipment.
- The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.
- The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the ESU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.
- 56. Acceptance:** No contract provision or use of items by ESU shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
- 57. Ownership:** All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by ESU. The Contractor may not release any materials without the written approval of ESU.

- 58. Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.
- 59. Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by ESU.
- 60. Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the contractor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to ESU.
- 61. Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the contractor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and ESU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
- 62. Graphic Identity Standards and Use of University Marks:** Compliance with ESU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.
- 63. Inspection:** ESU reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.
- 64. New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
- 65. Contractor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed to incorporate into the contract. (Note: ESU Form ESU-146a remains a mandatory requirement in all contracts.)
- 66. Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to ESU to allow for a functional transition to another contractor.
- 67. Award:** Award will be by line item or group total, whichever is in the best interest of ESU.
- 68. Acceptance:** Acceptance of Bid and Agreement is formalized upon execution of a contract, which incorporates all terms of this RFP, and corresponding execution of ESU marks licensing agreement by the parties.
- 69. HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (HIPAA 1996), ESU is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that ESU could not. This protection continues as long as the data is in the hands of the Contractor. The Contractor shall establish and maintain procedures and controls acceptable to ESU to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

SECTION IV - SPECIFICATIONS

Emporia State University (ESU) is soliciting proposals to operate textbook services as well as to manage its Memorial Union bookstore.

A full-service bookstore shall be operated on the Emporia State University Campus. Contractors are required to respond to all **Submittal Requirements** included in this Section.

BOOKSTORE BACKGROUND INFORMATION

1. **Background:** Emporia State University was originally established by state statute in 1863 as the Kansas State Normal School to furnish teachers for the state. It became widely known for its emphasis on preparing teachers and serving the public schools. Since its original founding as the Kansas State Normal School, the University has experienced four name changes, with the title Emporia State University attached during 1977 in response to the University’s growth and relationship to the broad-based services it provides to the students and the citizens of Kansas. The University has evolved into a comprehensive regional university, utilizing the classic definition of comprehensive as an institution with a primary emphasis on undergraduate education, offering a significant number of master's degrees, and a limited number of doctoral degrees. Located in the heart of the Kansas Flint Hills, the University’s mission statement specifies that the University prepares students for lifelong learning, rewarding careers and adaptive leadership. The University has four core values: excellence, respect, responsibility and service. The University envisions itself as changing lives for the common good.

Emporia State University has an enrollment of approximately 5,700 to 5,800 students per semester with approximately 63 percent undergraduate and 37 percent graduate students. Among University undergraduates, over 78 percent are traditional college age students. Approximately 21 percent of on-campus students reside in university owned housing. The University staff and faculty total approximately 755.

The University is organized into 19 academic departments, which are grouped into five schools and colleges: The Teachers College; the College of Liberal Arts and Sciences; the School of Business; the School of Library and Information Management; and the Honors College. The University confers a comprehensive array of bachelor and master's degrees. Additionally, it confers a doctorate degree in Library and Information Management.

2. **Enrollment:** Total Headcount and FTE Enrollment figures for the past five years are as follows:

<u>Total Enrollment</u>	<u>Fall 2016</u>	<u>Fall 2017</u>	<u>Fall 2018</u>	<u>Fall 2019</u>	<u>Fall 2020</u>
FTE	4,601	4,467	4,493	4,416	4,314
Headcount	5,887	5,732	5,796	5,877	5,828

3. **Academic Calendar:** Emporia State University operates on Fall and Spring semesters, as well as Summer Terms. Please refer to <https://www.emporia.edu/academics-majors/academic-calendar/> for details regarding the Academic Calendar.
4. **Facility / Location:** The bookstore is located in the Memorial Union on the campus of Emporia State University.
5. **Sales:** Total sales for the past five (5) fiscal years (July 1 – June 30) are as follows:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
TOTAL SALES	\$ 1,509,690.52	\$ 1,345,168.05	\$ 1,256,203.63	\$ 1,178,164.33	\$ 958,368.12

Bookstore sales figures for the major departments/categories for the most recent two (2) fiscal years are as follows:

<u>DEPARTMENTS</u>	<u>FY 2020</u>	<u>FY 2021</u>
Digital Textbooks	\$ 39,749	\$ 58,386
New Textbooks	\$ 461,120	\$ 348,260
Textbook Rentals	\$ 288,402	\$ 267,587
Trade Books	\$ 6,381	\$ 3,797
Used Textbooks	\$ 120,239	\$ 152,207
TOTAL BOOK MERCHANDISE	\$ 915,891	\$ 830,237
Café & Convenience	\$ 9,651	\$ 2,035
Computer Products	\$ 3,944	\$ 1,840
Emblematic Clothing & Gifts	\$ 197,830	\$ 94,695
Other	\$ 66,574	\$ 30,652
School Supplies	\$ 27,080	\$ 23,664
TOTAL GENERAL MERCHANDISE	\$ 305,079	\$ 152,886
3rd Party Commissions	\$ 2,403	\$ 1,960
BNCB Marketing Commissions	\$ 6,636	\$ 1,811
Ring/Announcement Commissions	\$ 3,956	\$ 992
TOTAL OTHER REVENUE	\$ 12,995	\$ 4,763
Non-Commissionable Sales	\$ (33,992)	\$ (7,753)
Uncollected Sales	\$ (21,808)	\$ (21,764)
TOTAL ADJUSTMENTS	\$ (55,800)	\$ (29,517)
GROSS SALES	\$ 1,178,165	\$ 958,369

6. **Department Discounts:** Does not currently have a department discount.
7. **Faculty / Staff Discounts:** The Bookstore offers University faculty and staff a 10% discount.
8. **Admission Promotions:** The Bookstore offers a 20% discount for campus visitors on one item.
9. **Tender Types:** The Bookstore accepts cash, personal checks, major credit cards, bank debit cards, Apple Pay, department charge, and gift cards.
10. **Campus Events / Athletic Events:** The Bookstore supports the academic mission of Emporia State University by providing products and services that support campus events, alumni events, athletic events, special events, etc.

OPERATIONS REQUIREMENTS

11. **Location:** The contractor shall manage and operate the following Bookstore location:
 - Emporia State University Bookstore located at 1331 Market Street, Emporia, KS
12. **Bookstore Name:** The name of the Bookstore shall be as follows:
 - Memorial Union Bookstore

Emporia State University and/or the contractor may determine another name that is mutually agreed upon. All venues operated by the Contractor in the Memorial Union as well as remote, mobile sites, and internet and other social media presence, will be branded as an ESU bookstore.
13. **Signage:** ESU shall have the right of approval of all signs, posters, or other advertisements placed on University premises. All signage must comply with ESU rules and regulations, including branding and University marks standards.
14. **Contractor Duties/Responsibilities:** The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by Emporia State University.
15. **Products and Services:** The contractor shall provide Emporia State University with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom-published materials, Open Educational Resources (OER), Inclusive Access/Course Fee-Based course materials, textbook rentals, general books, bestsellers, reference books, supplies, art supplies, computer/technology products, computer supplies, peripherals, course-related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation-related merchandise, and other services expected from a full-service Bookstore. **Emporia State University strongly encourages proposals that include any additional products or services that can be offered to enhance value to students and the Emporia State University community; generate traffic in the Bookstore; and assist with transitioning from a traditional Bookstore to a destination center offering state-of-the-art campus retail services.**
16. **Right to Operate Bookstore:** The contractor shall have the right to operate the Bookstore serving the Emporia State University community. However, the Emporia State University Memorial Union Director may authorize the sale of certain items by approved vendors, student groups, and/or Emporia State University organizations, including, but not limited to, allowance of the ESU Athletics department to create an online store for the purpose of selling only ESU Athletics branded clothing and student organizations to sell clothing or other merchandise as fundraisers, e.g., Homecoming and other special event t-shirts. The contractor must recognize that Emporia State University is focused on course materials affordability for Emporia State University Students. As part of this focus, Emporia State University will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), Inclusive Access/Course Fee-Based course materials, etc. It is Emporia State University's hope that the selected contractor will bring value-added programs and services with respect to digital delivery and/or other innovative course materials programs and services.
17. **University Authority Re: Product Offerings:** The contractor shall withdraw from display or sale, any item or items, which Emporia State University requests not to be displayed or sold. The merchandise / product selection in the Bookstore must be consistent with the Emporia State University mission.

18. **Website/Social Media:** The contractor shall manage and operate a unique full-service Bookstore Website and unique Bookstore social media program.
19. **Special Events:** The Bookstore shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at University events.
20. **Fixtures/Equipment for Special Events:** The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special events on campus to capitalize on sales opportunities.
21. **Trash Removal/Recycling:** The contractor shall be responsible for the proper collection and removal/disposal of all trash and garbage from the interior of the facilities. The contractor must adhere to all University or State recycling policies. All cardboard containers must be broken down and taken to a designated area.
22. **Environmental/Sustainability Practices:** The contractor shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all University environmental/sustainability practices.
23. **Merchandise Delivery:** The contractor shall make all arrangements for delivery, unloading, receiving, and storage of merchandise and, as necessary, coordinate these functions with other ESU vendors and/or departments, as applicable. The University will not assume any responsibility for receiving or handling these shipments.
24. **Reporting Requirement:** The contractor shall report to the Memorial Union Director, as the contract manager and in consultation with the Vice President of Student Affairs and/or the Vice President for Administration and Finance/Chief Financial Officer, any contractual matters that require resolution. The contractor's Regional Manager will meet with Emporia State University's Memorial Union Director on a quarterly basis, at a minimum, to review performance.
25. **Three Year Business Plan:** Within 90 days of signing the contract, the contractor will provide a three-(3) year business plan for the operation of the bookstore to include changes in facilities, technology, equipment, personnel, and programs. Specific target dates for implementation of the changes must be indicated.
26. **Licensing, Permits, Taxes:** The contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

Operations Submittal Requirements

27. **Operations/Management Plan:** Describe your operations/management plan for the Emporia State University Bookstore including on-line, mobile, remote, and other venues outside the Memorial Union location.

CUSTOMER SERVICE PROGRAM REQUIREMENTS

28. **Customer Service Expectations:** The contractor shall provide excellent customer service at the Bookstore, including processing customers efficiently during peak business hours.
29. **Nametags/Identification Tags:** The contractor shall ensure that all Bookstore employees wear nametags/identification tags and/or uniforms, at the request of Emporia State University.
30. **Image of the Bookstore:** The contractor shall operate the Bookstore in a manner that reflects the image and reputation and supports the mission of Emporia State University. The contractor shall become involved in the academic, cultural, and social environment at Emporia State University and take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of Emporia State University, and, where and when appropriate, create temporary selling points at various sites around campus in connection with special events and programs.
31. **Support of Student Organizations:** The contractor shall cooperate to whatever reasonable extent possible to assist and support student organizations and student activities with respect to Bookstore services and merchandise.
32. **Customer Feedback:** The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. The contractor will, within six (6) months of signing a contract, conduct surveys and focus groups to determine the needs and interests of the students, faculty, and staff. Customer feedback results shall be shared with the Emporia State University Memorial Union Director for evaluation and input.
33. **Hours of Operation:** Hours of operation shall be defined by Emporia State University in conjunction with the contractor. Hours of operation shall be extended during the beginning of each semester and to support special programs and events as necessary (e.g., enrollment days, visit days, Homecoming, Family Weekend, athletic events, etc.). Changes to the defined hours of operation must be approved by the Memorial Union Director. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstore adequately to provide the level of service required by Emporia State University. The Bookstore will be asked to adjust hours of operation to accommodate changes in University schedule over holidays and summer break.
34. **Refund Policy:** The contractor's refund policy shall be sensitive to the needs of Emporia State University students and customers.

Customer Service Submittal Requirements

35. **Customer Service:** Describe in detail how your company will provide excellent customer service at the Bookstore, including support of student organizations.
36. **Customer Feedback:** Describe the methods your company will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction. Explain how the information gathered will be used and its importance to continual quality improvement.
37. **Customer Service Training:** Describe your customer service training program for bookstore staff.

STAFFING/ PERSONNEL REQUIREMENTS

38. **Staffing:** The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the Bookstore in accordance with the requirements established by Emporia State University.
39. **Organization Chart/Staffing Level:** The contractor shall present its organization chart/staffing level for the Bookstore to Emporia State University for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the Memorial Union Director.
40. **Current Bookstore Employees:** Critical to Emporia State University's evaluation of proposals and imperative for the successful transition in contract management is the successful placement and treatment of current Bookstore staff and management. The contractor is strongly encouraged to hire Emporia State University Bookstore full-time employees.
41. **Manager:** The manager assigned to the Bookstore by the contractor must be approved in advance by the Emporia State University administration and Memorial Union Director. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, Emporia State University. Emporia State University expects management continuity (i.e., limited turnover of the manager) in order for the contractor to meet the expectations and requirements of Emporia State University.
42. **Student Employees:** The contractor shall look to fill employment opportunities with students, when appropriate.
43. **Qualified Staff:** The contractor shall maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them. There shall be sufficient numbers employed to efficiently operate the bookstore (both brick and mortar and virtual operations) in an institution of this size. Personnel policies and manuals shall be consistent with federal and state laws and University directives. A copy of the contractor's Employee Handbook will be provided to the ESU Vice President for Student Affairs (or designee). Evidence of stated qualifications for the contractor's employees should be made available to the ESU Vice President for Student Affairs (or designee) upon request.
44. **Employee Conduct:** The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on Emporia State University's premises, all employees, agents, and independent contractors of the Bookstore shall comply with all applicable University policies and procedures. These policies include, but are not limited to, parking regulations, safety, security and access, publication standards, design standards, etc. Any exemptions shall be mutually acceptable to all parties in consultation with the ESU Vice President for Student Affairs (or designee). The contractor will be responsible for the payment of any of its employees' parking fines that have not been paid within thirty (30) days. The contractor shall be required to remove any non-complying employee, agent, or independent contractor from the Bookstore at the University's request.
45. **Employment Laws:** The contractor shall comply with all state of Kansas and federal employment requirements.
46. **ADA:** The contractor shall comply with the Americans with Disabilities Act (ADA).

47. **Equal Employment Opportunity:** Emporia State University does not unlawfully discriminate on the basis of race, color, sex, national or ethnic origin, disability or age in the administration or application of its educational programs and policies, admissions policies, employment policies, scholarship and loan programs.
48. **Background Checks:** The contractor is required to assume all liability arising out of and is solely responsible for conducting background checks.

Staffing / Personnel Submittal Requirements

49. **Company Organization Chart:** Provide your company organization chart.
50. **Bookstore Organization Chart:** Provide your proposed organization chart, staffing plan, and reporting structure for the Bookstore. Please indicate full-time positions and part-time positions for the Bookstore.
51. **Current Bookstore Employees:** Describe your plan to hire current Bookstore employees.
52. **Describe your:**
- Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore manager
 - Background check program and policies
 - Compensation program, including incentive programs, etc.
 - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Description of program to hire student employees
53. **Educational and Training Programs:** Describe your educational and training programs.
54. **Corporate Support Services:** Describe your corporate support services and regional management support.

COURSE MATERIALS PROGRAM REQUIREMENTS

55. **Comprehensive Course Materials Services:** The contractor shall have the sole and exclusive privilege of and responsibility for operating textbook services for Emporia State University (ESU). This shall be for the purpose of selling college textbooks and campus-produced or licensed course materials. The contractor is expected to establish and maintain a "buy back" program for textbooks. The contractor shall create and implement effective strategies to reduce the cost of textbooks/course materials to students by offering a comprehensive textbook rental program, a strong used textbook program, an innovative digital textbook/course materials program, and by utilizing emerging technologies, like print on demand.
56. **Compliance with the Higher Education Opportunity Act:** The contractor collects certain information from the faculty on course material information. While this information is the contractor's proprietary information, this information will be made available to Emporia State University and posted online by the contractor for the parties' compliance with the Higher Education Opportunity Act and its amendments HEOA/Other Laws.
57. **Course Materials Adoption Tool:** The contractor shall provide Emporia State University with a comprehensive state-of-the-art Course Materials Adoption Tool. The Adoption Tool shall include, but

not be limited to, (i) providing faculty the ability to submit textbook adoptions online; and (ii) the ability for Emporia State University students to obtain their complete list of textbooks, course materials, and course related supplies on-line. This list will include information provided by the faculty about free materials.

Database Search: The Adoption Tool must include a robust search capability to locate books and other materials from all sources, and display information (i.e., availability, formats, price, etc.) about course materials to the user.

Adoption Reporting Capabilities: The Adoption Tool must include, at a minimum, the following reporting capabilities:

- Historical adoption data and reports
- Overall adoption numbers and percentages for a term/semester
- Adoption numbers and percentages per subject for a term/semester
- Adoptions without required course materials
- Adoption compliance reports (with ability to sort by date, course, department, etc.)
- Other adoption reports as requested by the University

58. **Course Materials Quantities:** The contractor shall provide sufficient quantities of course materials, custom-published materials, print on demand OER course materials, software, and related academic supplies and materials, as required by the faculty for course work, to be available for purchase by students according to the schedule established by Emporia State University. Backorders should be infrequent and should be priority-shipped at the cost of the contractor. The University assumes no liability whatsoever for any loss or damage sustained by the contractor in the event enrollment estimates furnished differ from the actual enrollment and therefore, negatively impacts sales.
59. **University Rights Re: Adoption Data:** Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by Emporia State University's faculty or staff, is the property of the University. The contractor shall provide course materials adoption data and/or adoption forms to Emporia State University within twenty-four (24) hours of Emporia State University's request for copies of such adoption data and/or adoption forms.
60. **Early Course Materials Adoptions:** The contractor, working with Emporia State University faculty, shall make every effort to obtain early course materials adoption commitments in order to ensure course materials availability and maximize the quantity of textbooks purchased from students for resale at the Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
61. **Distance Learning/Online Courses:** The contractor shall provide course materials services for the University's current or future distance learning/online courses and other programs, as desired by the University.
62. **Custom-Published Materials:** The contractor shall provide custom-published materials (i.e., course packs). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales. The contractor is encouraged to have course packs and materials printed or copied at the ESU University Copy Center.
63. **Digital Course Materials/Innovative Course Materials Delivery Mechanisms:** The contractor shall provide a non-exclusive digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. The contractor shall work with the ESU administration and faculty to determine the best possible options for the introduction of new

technology and delivery mechanisms. Throughout the contract, the University will continually evaluate digital delivery programs in the marketplace and maintain the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interest of the University. Examples include but are not limited to: Emporia State University Library subscription of zero textbook cost program (ZTC) and EBSCO.

64. **Online Course Materials Ordering:** The contractor's website for the Bookstore shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
65. **Shipping:** The contractor will provide flexible textbook and course materials shipping options for students (e.g., ship to their home, residence hall, or to the Memorial Union for pick-up).
66. **Students with Disabilities:** The contractor shall provide required course materials services to students with disabilities through collaboration with Emporia State University.
67. **Buyback:** The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester, (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.
68. **Voucher Program:** The contractor will provide a financial aid book voucher program for students awaiting disbursements or other special circumstances.
69. **Emporia State University Student Athletes:** The contractor shall work closely with the Emporia State University Athletic Department to facilitate the logistics of providing course materials to Emporia State University Student Athletes in compliance with all laws, regulations, and NCAA guidelines.

Course Materials Program Submittal Requirements

70. **Course Materials Market Share:** Describe your company's plan to develop and implement an active strategic plan to protect the Bookstore's course materials market share. Include your plans to develop strong relationships with faculty and market and promote course materials to students.
71. **Course Materials Adoption Tool:** Describe your company's plan to provide a course materials adoption tool and include your plans to provide a state-of-the-art tool that will assist Emporia State University faculty with the adoption process, database searches, and adoption reporting capabilities.
72. **Services and Programs:** Describe in detail the course materials services and programs that your company will provide to faculty and students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
73. **Academic Programs:** Describe your plans to provide comprehensive course materials services to support specialized academic programs at Emporia State University.
74. **Custom Publishing/Course Pack Program:** Describe your custom publishing/course pack program.

75. **Digital Delivery:** Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management Systems, etc.
76. **Open Educational Resources (OER):** Describe any value-added service that your company can provide with respect to Open Educational Resources (OER) and other low-cost methods to deliver course materials to students and faculty.
77. **Textbook Rental Program:** Describe in detail the textbook rental program your company will provide.
78. **Used Textbook Program/Buyback:** Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.
79. **Distance Learning/On-line Courses:** Describe your plan to provide comprehensive course materials services to support current and/or future distance learning/online courses.
80. **Shipping:** Explain shipping charges regarding both ordering and returns.
81. **Book Vouchers:** Describe the contractor's processes for book vouchers for on-line ordering.
82. **Emporia State University Student Athletes:** Describe your plan to work closely with the Emporia State University Athletic Department to facilitate the logistics of providing course materials to Emporia State University student athletes in compliance with all laws, regulations, and NCAA guidelines.
83. **Inclusive Access/Course Fee Model Program:** Provide a description of your company's Inclusive Access /Course Fee Model Program. Inclusive Access/Course Fee Programs must include the ability for students to "opt out" of the Program.

COURSE MATERIALS AFFORDABILITY / PRICING POLICIES REQUIREMENTS

84. **Course Materials Affordability:** Emporia State University is committed to making course materials affordable to Emporia State University students. The contractor's course materials pricing policies should be innovative, and prices cannot exceed the pricing policy requirements.
85. **Pricing Policies-Course Materials:** The contractor shall adhere to the following course materials pricing policy:
- "List-Priced" new textbooks shall be sold at no higher than list price.
 - "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - "Net-Priced" new textbooks shall be sold at no higher than a twenty five percent (25%) gross profit margin.
 - "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc. bundled together) shall be sold at no higher than a twenty five percent (25%) gross profit margin.
 - Course related supplies shall be sold at or below manufacturer's suggested retail prices.
 - Digital course materials sold by publishers to the contractor at net-price shall be sold by the Bookstore at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor via the agency fee pricing model

shall be sold by the Bookstore at no higher than the retail price established by the publisher. (Note: Some digital course materials shall be sold at less than a 20% gross margin. See definition of Pure Digital Course Materials in Section 138 of the RFP.)

- Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
- Course packs and custom-published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a thirty percent (30%) gross profit margin.
- Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.

86. **Surcharges:** There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., Pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material).
87. **University Audit Rights:** Emporia State University shall have the right to audit the contractor's records, vendor invoices, publisher invoices, etc. to verify adherence to the established pricing policies.

Course Materials Affordability / Pricing Policies Program Submittal Requirements

88. **Pricing Structure:** Provide pricing structure the contractor will use for the following items: new textbooks, used textbooks, custom textbooks, and e-textbooks.
89. **Course Materials Pricing Strategies:** Describe your plans to address the pricing concerns of students at Emporia State University. Include a detailed description of your company's Price Match Guarantee Program, Price Comparison Software, dynamic pricing, or similar programs that your company will implement at the Bookstore in order to provide value, compete with on-line booksellers, and protect market share.

GENERAL MERCHANDISE PRICING POLICIES PROGRAM REQUIREMENTS

90. **Pricing Policy-General Books:** The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price, at prices competitive in the local area and competitive in the university bookstore industry.
91. **Pricing Policy-General Merchandise:** The contractor shall sell all other merchandise (e.g., clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the university bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.

General Merchandise Pricing Policies Submittal Requirements

92. **Pricing Structure:** Provide a description of pricing structure for the following items: general books (trade and reference), school supplies, apparel and insignia/gifts, sundries, and electronics.

GENERAL MERCHANDISE AND MARKETING STRATEGY REQUIREMENTS

93. **General Merchandise Selection:** The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies, course-related supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation-related merchandise, and other services expected from a full-service bookstore.
94. **Emblematic Clothing and Gifts:** The contractor shall promote and brand Emporia State University by offering a broad selection of emblematic clothing and gifts that comply with Emporia State University's current and/or future licensing requirements, design guidelines, and requirements for branded products. The contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
95. **General Books:** The contractor shall provide a selection of general books including a selection of general book Bestsellers.
96. **Course Related Supplies:** The contractor shall provide sufficient quantities of all course-related supplies as requested by Emporia State University faculty.
97. **New Product Lines:** The contractor shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, visitors, fans, and the local community) and generate traffic into the Bookstore.
98. **Website/Social Media:** The contractor shall manage and operate a unique full-service Bookstore website and unique social media program for the Bookstore. The website will feature a full range of emblematic merchandise and course materials. The contractor shall develop and implement a social media marketing and promotion strategy for the Bookstore. To the extent that the contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter, etc.) or integrates with University sites, the contractor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to Emporia State University social media standards and practices.
99. **Graduation Merchandise:** The contractor shall offer graduation merchandise (e.g., announcements, diploma frames, regalia, rings, etc.) in the Bookstore and at other locations as designated by Emporia State University during graduation.
100. **Athletic Events:** The contractor shall sell merchandise at athletic events as requested by ESU.
101. **Campus Events:** The contractor shall sell merchandise at campus events as requested by ESU.
102. **Admission Events:** The contractor shall offer a 25% promotional discount on apparel and ESU-themed items to all visitors participating in campus tours conducted by Emporia State University Admissions Office and shall collaborate with the Admissions Office to support special events and programs (e.g., Orientation, Black and Gold visits, etc.).
103. **Alumni Events:** The contractor shall work collaboratively with the Emporia State University Alumni Office to support special events as requested (e.g., Homecoming pop-up shop, promotional events, etc.) and provide customized Emporia State University Alumni emblematic merchandise in the Bookstore.

General Merchandise and Marketing Strategy Program Submittal Requirements

104. **Emblematic/Logo Merchandise Sales:** Provide a detailed description of your plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, fans, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore website.
105. **General Books:** Provide a detailed description of your plans to provide a selection of general books including a selection of general book bestsellers and your plan to ensure that the general book program supports the academic excellence of Emporia State University.
106. **Course-Related Supplies:** Provide a detailed description of your plans to provide sufficient quantities of all course-related supplies.
107. **New Product Lines:** Describe your plans for new or expanded product lines and/or services to be offered at the Bookstore, including an emphasis on product lines and/or services that will meet the needs of students, faculty, staff, and alumni.
108. **Campus Events:** Describe your plans to take advantage of campus events and activities at Emporia State University organized by other campus entities, and/or your plans to create your own campus events and activities in order to promote additional sales.
109. **Athletic Events:** Describe your plans to sell merchandise at athletic events as requested by the University.
110. **Marketing/Advertising/Social Media Plan:** Describe your marketing, advertising, and social media plan for the Bookstore. An annual budget for marketing is to be included.
111. **Graduation Merchandise:** Describe your plan to offer graduation merchandise (e.g., announcements, diploma frames, regalia, etc.) if requested, in the Bookstore and at other locations as designated by Emporia State University during graduation.
112. **Donations:** The contractor will indicate an amount (at retail) of soft goods and gifts available to the University on an annual basis for donations and support of campus events and programs.

FACILITY AND SERVICES PROVIDED BY THE UNIVERSITY

113. **Facilities:** The current bookstore is located on the first floor of the Memorial Union. The dedicated space is as follows: (See floor plan referenced in Appendix A.)
 - Total space: 5,855 sq. ft.
 - Retail sales and displays: 4,835 sq. ft.
 - Storage and receiving: 264 sq. ft.
 - Storage & work area: 348 sq. ft.
 - Offices: 324 sq. ft.
 - Interior Hallway: 84 sq. ft.

The contractor shall have the bookstore re-keyed for security at its own expense. The key system shall be provided by the Memorial Union and the cost will be charged to the contractor. A set of keys shall be available to the University's Police and Safety Department and the Memorial Union Facilities Director for emergencies.

114. **Utilities and Basic Services:** The Memorial Union shall provide the following infrastructure or basic services for the bookstore:
- Electric service
 - External security
 - Water and sewer service
 - Heating and air conditioning
 - Exterior trash removal
 - Snow removal
 - Cleaning of exterior common areas
 - Repair and maintenance of buildings and systems

In the bookstore, the space dedicated for use by the Bookstore operator shall be provided services to the same degree as is standard for all other University departments and Memorial Union facilities. The University shall endeavor to provide uninterrupted service for utilities but is not liable for any losses incurred by the contractor for any interruptions of utility service. ESU shall notify the contractor of any planned disruption of service at least 48 hours in advance of such interruption except for emergency situations. The contractor is required to purchase and use Emporia State University phone system equipment to insure they have a local campus number. The contractor is responsible for internet connection and phone service costs.

FACILITY INVESTMENT REQUIREMENTS

115. **Ownership of Facility Investment and Fixtures:** The Memorial Union encourages the contractor to maintain and improve the Bookstore in a “state of the art” manner. All bidders are requested to submit, as part of the bid process, detailed plans for specific improvements (including timetable and estimated cost) for appropriate remodeling. All plans must be approved in writing by the Memorial Union prior to actual initiation. All expenses involved in the remodeling process will become the contractor’s obligation. All capital investments and fixtures in the Bookstore space and for a mobile or remote store shall become the property of Emporia State University at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, is terminated by Emporia State University without cause, as outlined in the Terms and Conditions, prior to the capital investment being fully depreciated, then Emporia State University will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facility, and all capital investments and fixtures shall become the property of Emporia State University. If the contract is terminated by Emporia State University for cause as outlined in the Terms and Conditions, or for bankruptcy, Emporia State University shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of Emporia State University.
116. **Furniture and Fixtures:** The contractor shall furnish all furniture and fixtures required for the proper execution of bookstore operations not provided by the Memorial Union. This will include, but not limited to, office furniture, cash registers, special merchandising, and sales display cases. Furniture, fixtures, and equipment shall remain the property of the contractor and must be removed from the premises at the end of the contract. Any damages to the facility caused by such removal will be repaired by the contractor at its cost and to the satisfaction of the Memorial Union.
117. **Cosmetic Enhancements:** The contractor may choose to provide cosmetic enhancements to the existing Memorial Union facility (fixtures, paint, carpeting, etc.). However, it should not allow the cost of such improvements to affect the financial offer to ESU. These cosmetic improvements will not be

considered capital investments by the University. The facility is in good condition and renovations were completed in Fall 2012. The final approval of any renovation or redecorating plans rests with the Memorial Union Director in consultation with the Vice President for Student Affairs. The Memorial Union has a maintenance department, and the contractor is encouraged to use this department on a time and materials arrangement.

118. **Signage/Window Usage:** Any proposed exterior signage, banners, window usage, etc., must be approved by Emporia State University.
119. **Custodial:** The contractor must maintain the space, furniture, and equipment in a clean, safe, and functional condition to the satisfaction of the Memorial Union. The contractor shall be responsible for cleaning and minor repairs to include, but not limited to, floors (including carpeting), doorways, ceilings, walls, windows, all furniture, fixtures, and equipment whether furnished by the Memorial Union or the contractor. The Memorial Union has a custodial department, and the contractor is encouraged to use this department on a time and materials arrangement.
120. **Inspections:** The ESU Vice President for Student Affairs (or designee) and the contractor shall make a joint inspection of the space, furniture, and equipment at the beginning of the contract. A written list of items will be prepared, and the condition of each item noted. A similar inspection shall be made annually and at the completion of the contract to determine contractor liability for damages. The contractor will be responsible for any replacement and maintenance when necessary due to the negligence, loss, or wear beyond normal usage.
121. **Repairs and Maintenance:** The contractor shall be responsible for all alterations, maintenance, and repair of its assets on site. The Memorial Union has a maintenance department, and the contractor is encouraged to contact this department first for all repairs on a time and material arrangement.
122. **Capital Investment:** The University is requesting mobile and remote concepts appropriate for Welch Stadium, White Auditorium, and other locations for the purpose of selling merchandise on game days and at other event venues.
123. **Depreciation:** The capital investment by the contractor in the Bookstore facility shall be depreciated on a straight-line basis over five (5) years.
124. **University Approvals:** The facility and capital investments for the Bookstore must meet Emporia State University standards; must be approved in advance by Emporia State University; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with Emporia State University. Any third-party contractor used by the contractor to assist with making facility improvements must be approved in advance by Emporia State University.
125. **Accounting of Facility Investment:** The contractor shall provide Emporia State University with a full accounting of its facility investment, including copies of invoices paid to vendors. Copies of invoices shall be provided to Emporia State University within sixty days of completion of the facility investment, or earlier if requested by Emporia State University.
126. **Design Fees:** All Bookstore design fees and planning fees associated with facility improvements, whether design and planning services are provided directly by the contractor or by a third-party utilized by the contractor, shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

127. **Timing of Facility Investment:** The timing of the facility investment shall be determined by Emporia State University in cooperation with the contractor.

Facility Plan and Investment Submittal Requirements

128. **Facility Plan:** Contractors are required to submit a proposed facility plan to provide a state-of-the-art Bookstore facility as part of their response to this RFP. The proposed facility plan should reflect Emporia State University's desire to provide a state-of-the-art Bookstore that will improve customer satisfaction and reflect a retail-of-the-future facility. Contractors are encouraged to be creative with respect to their plan for the facility.
129. **Facility Investment:** Describe your financial commitment to continue to provide Emporia State University with a state-of-the-art Bookstore facility, including on-line, mobile, remote, and other venues outside the Memorial Union location. (Note: In addition, contractors are required to complete the Financial Bid Form. The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form).

FINANCIAL REPORTING REQUIREMENTS

130. **Financial Responsibility:** The contractor shall have complete responsibility for the financial administration of its operations. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
131. **Quarterly Reporting:** On a quarterly basis, the contractor shall submit a detailed sales report to Emporia State University, including total sales, website sales, sales by category/department, and non-commissionable sales (with supporting documentation) for the Bookstore. Additional documentation for non-commissionable sales must be provided by the contractor to the University within 48 hours of the University's request.
132. **Annual Reporting:** On an annual basis, or as requested, the contractor shall submit a detailed Bookstore financial statement to Emporia State University. At a minimum, the Bookstore financial statement shall include the following:
- Sales by Category/Department, including commissionable and non-commissionable sales
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Commission Paid to Emporia State University
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Course Materials Units Sold by Department (e.g., new, used, rental, digital, etc.)
 - Number of Website Orders

- Website/E-Commerce Sales
- Other Reports as requested by Emporia State University (e.g., customer counts, unit sales, transaction size, adoption data, etc.)

133. **Contractor's Financial Statement:** The contractor shall provide Emporia State University with a copy of its audited company financial statement on an annual basis.
134. **Emporia State University Audit Rights:** Emporia State University reserves the right to audit all or any components of the arrangement between the University and the successful contractor.

Financial Reporting Submittal Requirements

135. **E-commerce sales:** Explain how sales of items via online "e-commerce" will be credited to the ESU bookstore for inclusion in the calculation of commissions. Provide samples of how these sales are tracked and will appear on the financial statements.

Financial Projections Submittal Requirements

136. **Financial Projections:** Provide financial projections for the first five (5) years of operation of the Bookstore. Projections must include the following:
- Sales by Category/Department
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
 - Commission to Emporia State University
 - Profit/Loss
 - Website/E-Commerce Sales

FINANCIAL PROPOSAL REQUIREMENTS

137. **Financial Return:** One of the goals of Emporia State University is to maximize the Bookstore's financial return by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to Emporia State University will be comprised of a Guarantee, Commissions as a Percentage of Sales, and a Signing Bonus/Transition Payment. Also, the following additional financial incentives can be identified in the required Financial Bid Form:
- Unrestricted Annual Donation
 - Textbook Scholarship (annually)
 - General Scholarship (annually)
 - Facility Investment
 - Technology Investment
 - Other

Financial Proposal Submittal Requirements

138. **Financial Return:** Describe the financial return your company will remit to the University's Memorial Union for the operation of the Bookstore, including the following:
- The minimum annual guarantee
 - The commission schedule expressed as a percentage of Course Materials Commissionable Sales (see definition below)
 - The commission schedule expressed as a percentage of Pure Digital Course Materials Sales (see definition below)
 - The commission schedule expressed as a percentage of General Merchandise Commissionable Sales (see definition below)
 - Signing Bonus/Transition Payment

Emporia State University's requirements pertaining to the contractor's financial return are as follows:

- **"Course Materials Gross Sales"** shall be defined as all course materials sales of the contractor and revenue received by the contractor based on all business conducted in or from the Bookstore for any course materials product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all course materials orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line or E-commerce sales"), orders received through the Bookstore website, or elsewhere.
- **"Course Materials Commissionable Sales"** shall be defined as Course Materials Gross Sales less:
 - Voids
 - Customer refunds
 - Handling fees associated with the non-return of textbook rentals
 - Pure Digital Course Materials Sales
 - Discounts, provided that the non-discounted amount thereof was included in Gross Sales
 - Sales tax paid by the contractor to any government agency which was collected from customers and to the extent included in Gross Sales
- **"Pure Digital Course Materials"** shall be defined as digital-only content that is adopted by Emporia State University faculty as course materials for academic instruction and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of Course Materials adopted by Emporia State University Faculty that include physical content and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Materials with a gross margin exceeding 20% shall be included in the calculation of Course Materials Commissionable Sales for the full commission rates.
- **"General Merchandise Gross Sales"** shall be defined as all general merchandise sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any general merchandise product or service offered by the Bookstore. This includes all general merchandise orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line or E-commerce sales"), orders received through the Bookstore website, or elsewhere. General Merchandise Gross Sales shall include any commissions received by the contractor from general merchandise products sold by the contractor, and general merchandise commissions received by the contractor for authorized sales by other companies or organizations on the Bookstore website.

- **"General Merchandise Commissionable Sales"** shall be defined as General Merchandise Gross Sales less:
 - Voids
 - Customer refunds
 - Discounts, provided that the non-discounted amount thereof was included in Gross Sales
 - Sales tax paid by the contractor to any government agency which was collected from customers and to the extent included in Gross Sales
 - Computer hardware sales
 - Sales made at no margin by the contractor at the request of the University
- The contractor shall pay Emporia State University Memorial Union the greater of either (i) the Minimum Annual Guarantee or (ii) the sum of the commission as a percent of Course Materials Commissionable Sales, plus the commission as a percent of Pure Digital Course Materials Sales, plus the commission as a percent of General Merchandise Commissionable Sales.
- Emporia State University shall have the option to select either (i) quarterly payments according to the commission schedule, or (ii) monthly payments based on one-fourth (1/4th) of the minimum annual guarantee. Regardless of the payment method selected by Emporia State University Memorial Union, payment of any amount due in excess of payments already received shall be made annually within thirty (30) days following the end of each contract year.
- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized Emporia State University representatives.

139. **Signing Bonus/Transition Payment:** Provide the Signing Bonus/Transition Payment that you will submit to Emporia State University.
140. **Additional Financial Incentives:** Describe each type of additional financial incentive that your company will provide along with the corresponding amount for each incentive (e.g., Textbook Scholarships, General Scholarships, etc.). (Note: In addition, contractors are required to complete the Financial Bid Form.).
141. **Used Textbook Percentages:** Describe the contractor's goal for used textbook percentages and how that goal will be achieved.
142. **5-Year History:** Provide a five-year history of used book percentages for total corporate sales (preferred) or for contractor's bookstores at institutions similar to Emporia State University.

TECHNOLOGY PROGRAM REQUIREMENTS

143. **Technology Investment:** The contractor shall provide state-of-the-art technology (e.g., Bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service.
144. **Technology Integration:** The contractor's systems shall have the ability to interface, at the contractor's sole expense, with current or future University systems. The University's current learning management system (LMS) is Canvas, and the current student information system (SIS) is Banner.

145. **Website:** The contractor shall manage and operate a unique, full-service Bookstore website. The website shall conform to Emporia State University design guidelines and link to and from Emporia State University's website. The website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The website shall offer registration integration, on-line buyback, and the ability for faculty to submit textbook adoptions on-line. All aspects of the Bookstore website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the Bookstore website, and advertising accepted, shall require Emporia State University's prior written approval. Third-party vendors on the website must be pre-approved by the University administration. The website must meet federal accessibility requirements, which require compliance with WCAG 2.1 and/or subsequent updates. The website must be usable by people with disabilities including individuals who are visually impaired, have low vision, are deaf or hard of hearing, have mobility issues, or have cognitive disabilities. The website must also be mobile friendly, that is, be responsive in design, load quickly on mobile devices, and work equally well across desktop computers, tablets, and smart phones. The website should be structured and built with search engine optimization (SEO) as a top priority.
146. **University Campus Card:** The contractor must be able to accept any current and/or future Emporia State University campus card as a tender type, which includes, at the contractor's sole expense, integration with the campus card system and processing of financial aid transactions.
147. **Payment Card Industry (PCI) Compliance:** To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standard. The contractor must provide a statement acknowledging they are in PCI Compliance and going forward will continue to provide any PCI certification documentation that may be required annually. Credit card processing must be through a third-party and must be encrypted. The contractor shall ensure that its employees do not write credit card information down on paper or keep files of credit card information and that no credit card information is stored in any system on campus.
148. **Computer Equipment and Family Educational Rights and Privacy Act (FERPA) Compliance:** The contractor's computer equipment must be certified and approved by the University's IT Department in order to be put on the University's network or communication systems. The contractor's processes must be FERPA compliant.
149. **Europay, Mastercard, and Visa (EMV) Compliance:** The contractor shall ensure that all transaction terminals in the Bookstore are compliant with current EMV standards for authorizing credit and debit card transactions.
150. **Customer Data:** The contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within one day of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the University shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the customer data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure, if known; (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and (vi) such other information as reasonably requested by the University. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor. All customer data must be kept confidential and shall not be shared or sold by the contractor.

Technology Program Submittal Requirements

151. **Technology Plans:** Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit Emporia State University and the Bookstore.
152. **Website/E-Commerce Plans:** Include a detailed description of your plans to offer the following:
- Course materials reservation program
 - On-line course materials ordering program
 - On-line textbook adoption program
 - On-line buyback program
 - Registration integration program
 - Compliance with HEOA (i.e., textbook ISBN number availability)
 - On-line ordering program for general merchandise (i.e., emblematic clothing and gifts)
153. **Technology Investment:** Include your estimated capital investment for technology/automation in the Bookstore (excluding website development costs) and a timeline for your automation plans. Include your company's plan for integration with the University's systems. (Note: Emporia State University will not buy out the undepreciated portion of the contractor's technology investment at the expiration, termination, or non-renewal of the contract. In addition, contractors are required to complete the relevant section or the Financial Bid Form).

TENDER TYPES / DISCOUNTS PROGRAM REQUIREMENTS

154. **Tender Types:** At a minimum, the contractor shall accept cash, personal checks, major credit cards, campus cards/University ID debit cards, Bookstore gift cards, bank debit cards, department charges, student charges, scholarship charges/vouchers, third-party agency charges, and financial aid account charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
155. **Emporia State University Campus Card:** The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept any current or future Emporia State University campus card/student ID debit card at the Bookstore. The contractor may be required to pay a transaction fee for campus card transactions.
156. **Department Charges:** Departments shall be allowed to charge department purchases at the Bookstore. Department purchases shall receive a minimum of a twenty percent (20%) discount, with the exception of textbooks and convenience items.
157. **Faculty/Staff/Alumni Discounts:** The Bookstore shall offer University faculty and staff a 20% discount with the exception of textbooks and convenience items.
158. **Gift Certificates/Gift Cards:** The contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract).
-

Tender Types / Discounts Program Submittal Requirements

159. **Department Charge Program:** Describe your Department Charge Program (discounts, billing, etc.).

INVENTORY PURCHASE AND EQUIPMENT USE

160. **Transfer of Existing Inventory:** The successful contractor, if other than the current contractor, shall agree to purchase the existing inventory of adopted textbooks at the current contractor's invoice price. The date and time of such transfer shall be by mutual agreement of the two companies, with the approval of the University. Any transfer shall be accomplished in such a manner as to minimize the disruption of textbook services operation. Payment for all merchandise shall be completed within 30 days following the inventory date.
161. **Furniture, Fixtures, and Equipment:** The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that are owned by the University at the commencement of the contract. Any Emporia State University-owned furniture, fixtures, and equipment in the Bookstore which the contractor decides to no longer use in the operation of the Bookstore shall be turned over to Emporia State University. The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the expiration, termination, or nonrenewal of the contract, the contractor shall return any Emporia State University-owned furniture, fixtures, and equipment used to Emporia State University in the same condition as at the commencement of the contract, excepting normal wear and tear. With respect to the furniture, fixtures, and equipment provided by the University, Emporia State University makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all Emporia State University furniture, fixtures, and equipment offered for the contractor's use is supplied in "as is" condition and the contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the contractor and Emporia State University.

MISCELLANEOUS

162. **University Obligations:** Emporia State University shall provide the contractor with the following:
- Bookstore Space - Bookstore, offices, and storage space as described in Section 113 of this RFP and in Appendix A.
 - Campus Security - Campus Security service for the Bookstore is provided by the University in the same manner provided for other University buildings.
 - Utilities – Utilities, electricity, and HVAC Contractor Obligations Requirements outlined in Section 114.
163. **Contractor Obligations:** The contractor shall provide the following as part of its management and operation of the Bookstore:
- Vehicles - The contractor shall provide vehicle(s) necessary (if any) for the operation of the Bookstore. The contractor shall ensure that any person that will drive on University property has a valid Kansas Driver's license appropriate to the vehicle being driven.
 - Cleaning and Maintenance - The contractor shall properly maintain (to the satisfaction of Emporia State University) the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.

- Minor Repairs - The contractor shall be responsible for minor repairs to the interior of the Bookstore. The Memorial Union has a maintenance department, and the contractor is encouraged to use this department on a time and materials arrangement.
- Internal Security - The contractor shall collaborate with Emporia State University Police and Safety and the Memorial Union Director concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The contractor's first point of contact with regard to security and safety issues for the Bookstore shall be the Memorial Union Director.

Miscellaneous Submittal Requirements

164. **Transition Plan:** Describe your Transition Plan, including the following:
- Timeline and dates
 - Required or assumed Emporia State University resources
165. **Additional Information:** Provide Emporia State University with additional information you feel is pertinent.

EXCEPTIONS TO RFP SUBMITTAL REQUIREMENTS

166. **Exceptions to RFP:** Identify any exceptions to the RFP that are included in your Proposal.

V. FINANCIAL BID FORM
Bookstore Services Commission, Guarantee, and
Other Compensation Proposals

Contractor Name: _____

The Contractor shall pay Emporia State University a combination of the following: (1) the Minimum Annual Guarantee; (2) the sum of the Commission as a percent of Course Materials Commissionable Sales, plus the Commission as a percent of Pure Digital Course Materials Sales, plus the Commission as a percent of General Merchandise Commissionable Sales (as defined in sections 137 and 138); and (3) signing bonus/transition payment. Also, the Contractor has the option to pay Emporia State University items included in the Additional Financial Incentives section.

1. Minimum Annual Guarantee:

(\$) _____

2. Commissions:

a.) Commission as a percent of Course Materials Commissionable Sales:

(%) _____
plus

b.) Commission as a percent of Pure Digital Course Materials Sales:

(%) _____
plus

c.) Commission as a percent of General Merchandise Commissionable Sales:

(%) _____

3. Signing Bonus / Transition Payment:

(\$) _____

Additional Financial Incentives

4. Unrestricted Annual Donation:
(\$) _____

5. Textbook Scholarship (annually):
(\$) _____

6. General Scholarship (annually):
(\$) _____

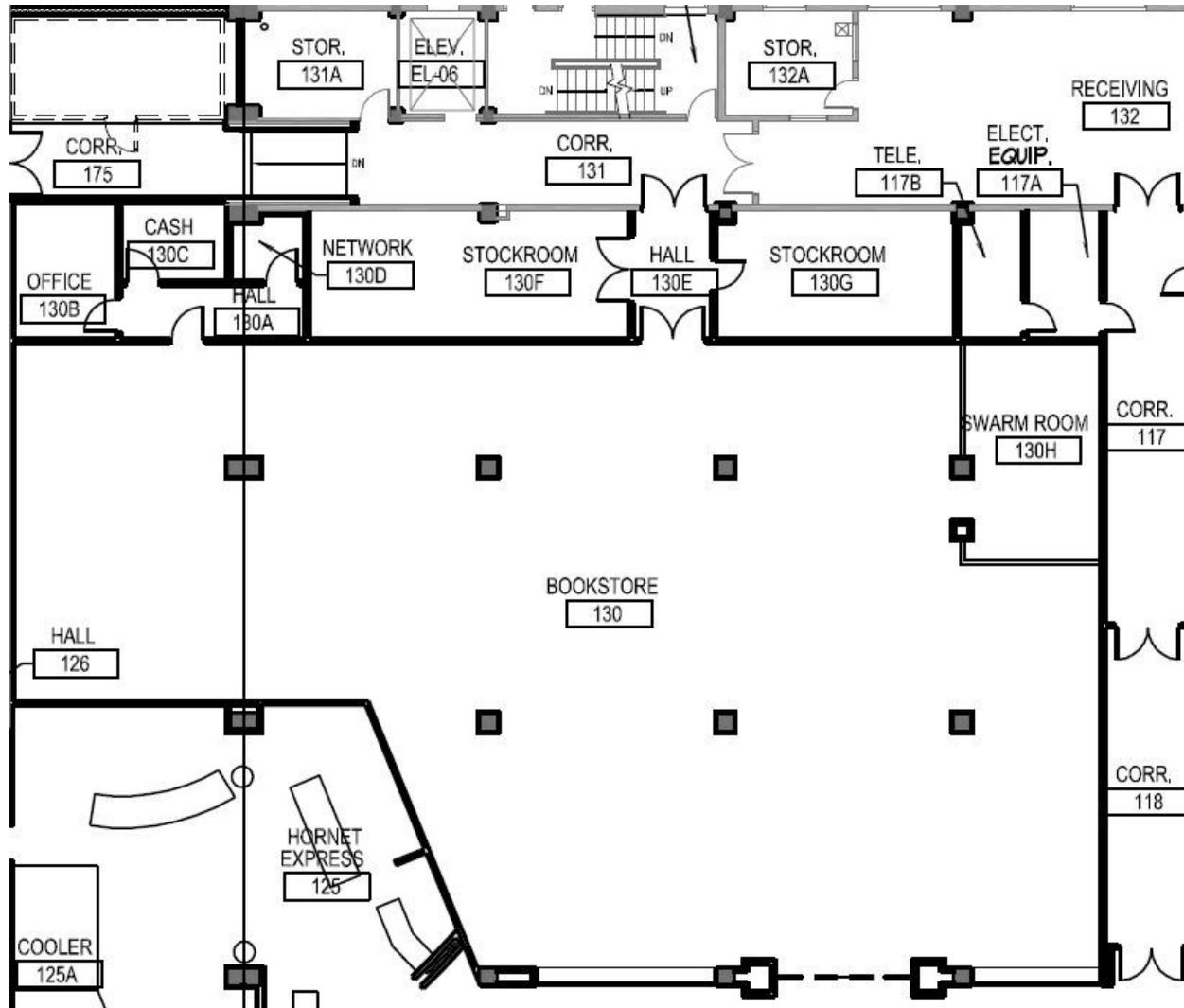
7. Facility Investment:
(\$) _____

8. Technology Investment:
(\$) _____

9. Other:
Description _____

(\$) _____

APPENDIX A Memorial Union Floor Plan



State of Kansas
Emporia State University
ESU-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form ESU-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, being the 1st day of December, 2021.

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require Emporia State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.

5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

CONTRACTUAL PROVISIONS ATTACHMENT - page 2

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.