



UNIVERSITY OF
CENTRAL
ARKANSAS™

PROCUREMENT OFFICE
201 DONAGHEY AVENUE
WINGO HALL 113
CONWAY, AR 72035

REQUEST FOR PROPOSAL
Bookstore Operation and Management Services

RFP#UCA-24-001

PROPOSALS MUST BE RECEIVED BEFORE:
9:00 A.M. Central Time on Thursday, April 27, 2023

Proposal Delivery Address and Opening Location:

University of Central Arkansas
Procurement Department
201 Donaghey Avenue
Wingo Hall Room 113
Conway, AR 72035

**PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE.
THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE
PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF
PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS**

The University of Central Arkansas is initiating a process for the selection of a Firm to provide all management, systems, labor, and materials complete and necessary to successfully operate the UCA College Bookstore in accordance with a contract created as a result of this Request for Proposal (RFP) process. As part of this process, we are requesting written responses to the Request for Proposal (RFP).

1. Mandatory Requirements A proposal will not be considered unless the Firm submitting the proposal meets the following criteria:

- 1.1 Pre-Proposal Conference: A **MANDATORY** Pre-Proposal Conference will be held on March 30, 2023 at 8:30 a.m.

University of Central Arkansas
201 Donaghey Avenue
Wingo Hall Room 315
Conway, AR 72035

Sign-in will begin at 8:15 AM CST; the meeting will begin PROMPTLY at 8:30 AM and any bidder arriving later than this time will be rejected by the University as being non-responsive. The purpose of this conference is to discuss with prospective Proposers the scope of work, and to answer questions arising from initial review of this RFP. Proposers should have reviewed the RFP thoroughly before the Pre-Proposal Conference and be familiar with its contents.

- 1.2 Proposals must be received at the following office address:

University of Central Arkansas
Cassandra McCuien-Smith, Director of Procurement
201 Donaghey Avenue
Wingo Hall 113
Conway, AR 72035

Proposals are due by 9:00 a.m. April 27, 2023. Late proposals will be rejected. It is the responsibility of the submitting Firm to make sure the proposal is delivered to the specified location by the date and time specified above. Proposals must be sealed with the envelopes clearly marked in the lower left hand corner “Sealed Proposal for Bookstore Services at the University of Central Arkansas”.

Complete, sign, and return the original, seven (7) electronic copies, and one electronic redacted version. Flash drives must clearly identify the company name and project number. Please email all

questions regarding this proposal to Cassandra McCuien-Smith, Procurement Director, at cmccuien@uca.edu

1.3 Questions The last day for submission of questions is April 6, 2023. All questions will be responded to in writing on or before April 12, 2023. To ensure each Proposer receives equal information in preparing their proposal, Proposers are prohibited from directly contacting other University employees during the pre-submission process. No oral interpretations, clarifications or modification to the RFP documents are authorized on behalf of the University. Proposers shall not rely on such interpretations, clarifications, or modifications in preparing their proposals.

1.4 Non-Discrimination It is the policy of the State that no person or Firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any State contract on the grounds of race, ethnicity, creed, religion, color, national origin, age, sex, or sexual orientation.

1.5 Proposer's Financial Condition – Prior to any contract being issued a Proposer must demonstrate to the University's satisfaction that its company is financially sound. Proposers should prepare to submit proof of financial profitability and stability such as their most recent audited financial statements upon request during the evaluation period. If a Proposer is not a public corporation, it too should prepare to submit proof of financial profitability and stability with verifiable financial information of a nature comparable to audited financial statements. The Firm must have a record of professional, quality work.

2. Background Information Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, "The City of Colleges," the university's bustling, Georgian-style campus is among the most beautiful in the region.

In fall 2021, more than 10,000 students from seventy-seven (77) different countries, forty-nine (49) states, and every county in Arkansas are part of UCA's diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. The student-to- professor ratio at UCA is 15 to 1. Students engage in research and publication opportunities at the undergraduate level that most students don't have until graduate school.

UCA offers more than eighty (80) undergraduate degree programs, thirty-three (33) master's degrees, and six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges – the College of Arts, Humanities, and Social Science, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers different opportunities to learn and grow.

The University is on a traditional semester basis with the academic year running from mid-August to mid-May with summer school and a host of camps and conferences during summer.. The current Bookstore is contracted to an independent operator. Current gross sales for the year are just over **\$2.66 million** with

text offerings including new and used books, digital textbooks and a rental textbook program. The Bookstore contains **6,000** square feet of retail space and **2,092** square feet of storage. Current hours of operation are 8:00 A.M. to 5:00 P.M. Monday - Friday with additional hours added to each day during the first week of class and finals week. The bookstore also maintains hours of operation for home football games and Bear Facts days, as well as maintaining a regular presence at campus events as requested. Average sales per FTE student are about **\$268.00** annually. The Bookstore operates **two** to **four** cash registers on a daily basis and expands to **eight** cash registers during peak periods. The Bookstore handles about **1500** titles per semester (Fall, Spring, Summer). The Bookstore currently employs **three (3) full-time and seven (7) part-time workers.**

The University's unrestricted general fund revenue budget for fiscal year 2022-2023 is \$1.9 million. The University's latest financial statements and audit reports are available at: <http://arklegaudit.gov>. Proposers are expected to review other areas of the University's website at www.uca.edu for additional information.

The UCA Bookstore is located in the Ronnie Williams Student Center on campus and is operated by Textbook Brokers.

The bookstore website is: www.theucabookstore.com

Regular Hours of Operation

Monday through Friday: 8:00 am to 5:00 pm

Special Hours of Operation

Move-In Day: 9:00 a.m. – 4:00 p.m.

Tax Free Weekend: Saturday and Sunday 8:00 a.m. - 5:00 p.m.

Home Football Games: Open 10:00 a.m. until 1 hour before kickoff

Home Football Games: Stadium location open 1 hour before kickoff and closes at the beginning of the 4th quarter

(Hours subject to change during the summer, holidays, and the first few weeks of semester, and are reflected on social media and Google). During the first two weeks of each semester, the Bookstore is open additional hours. The bookstore is also open every weekend in August and December, and open for special events and signings hosted by the University at which the Bookstore is requested.

3. Information and General Conditions

- 3.1 Definitions The term UCA, University or college as used in these terms shall be construed to include the University of Central Arkansas and all employees, officers, and agents of the University of Central Arkansas. The term Firm, Agency, Proposer, Consultant, Bidder or Contractor as used in these clauses shall be construed to include the Firm and all employees, officers, and agents of said Firm.

- 3.2 Signature The proposal must be signed in the name of the Firm and must bear the signature of the person authorized to sign proposals on behalf of the Firm.
- 3.3 Award of Contract If the contract is awarded, it will be to the responsible Firm whose proposal is deemed by the University to be the best proposal and whose proposal best meets the needs of the University. Written notification will be made to unsuccessful Firms.

Following the selection of the apparent successful Firm, the University will enter into negotiation regarding provisions of a contract. If a satisfactory contract cannot be negotiated, the University may, in its sole discretion, begin contract negotiations with another Firm and terminate negotiations with the originally selected Firm.

3.4 Supplemental Compensation and Additional Services If additional services are authorized, the Agreement will be amended in writing to reflect the additional services and supplemental compensation shall be at the rates applicable for the then current engagement year. If the additional work is not authorized in writing by the Vice President of Finance and Administration or her designee will be performed only as far as the work is authorized and may include an explanation regarding the circumstances involved.

3.5 Independent Firm While performing services pursuant to an Agreement with the University, the Firm is an independent Firm and not an employee, officer, or agent of the University.

3.6 Disputes Any disputes will attempt to be resolved by informal mediation. The venue for any dispute shall be Humboldt County Superior Court and no other place.

3.7 Proposal Validity Period The proposal shall remain valid for at least 60 days after submission.

3.8 University Commitment This RFP does not commit the University to award a contract or to pay any costs incurred in the preparation of any proposal responsive to this request. The University reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this RFP. The University further reserves the right to accept the proposal that it considers to be in the best interest of the University. While price is a consideration, the University reserves the right to award a contract on the basis of its overall evaluation.

3.9 Contract Term The original term of this contract shall be for a period of five (5) years from the date of execution of contract documents with the option to renew in one year increments up to an additional five (5) years. The University shall have the right to award a contract which contains Monthly Commission Rate/Annual Guaranteed Commission, scholarships, capital improvement, tenant improvement, naming rights acquisition and other monetary amounts that are mutually agreeable to the University and Firm. The total length of the contract, in any case, will not exceed ten (10) years.

3.10 Contract Approval This RFP does not obligate the University until the execution of a written contract in a form approved by the University at its sole discretion. Upon approval of a contract, the Contract is effective from the date approved by the **University's Board of Trustees**. The University shall not be

responsible for work done, even in good faith, before approval of the Contract by the University's Board of Trustees.

3.11 RFP Inclusion in Contract The University's Request for Proposal, any University-generated RFP addenda, the University's Contract, and the Proposer's response will be incorporated into the finalized contract as Exhibits. Wherever there is variance between the language in Proposer's standard contract terms and conditions and the requirements and commitments stated in the University's RFP and Proposer's response, those requirements and commitments set forth in the University's RFP and Proposer's response will take precedence over the Proposer's standard contract terms and conditions.

4. Proposal Format IT IS MANDATORY that the proposal format be followed exactly and completely as instructed here. Proposers are REQUIRED to organize responses into the following sections:

Section 1: Executive Summary: Summarize overall service performance and how the Proposer's organization and its proposed solution(s) can best meet the current and future bookstore services needs at the University. Include in this Executive Summary a discussion of the advantages and advances you would bring to the University's bookstore operations as demonstrated in your response to the RFP.

Section 2: Company Information: Provide:

- ✓ The complete legal business name, address, telephone number, and name(s) of officer(s) authorized to legally bind the company
- ✓ The proposal must be executed by a fully authorized official
- ✓ A detailed listing of the company resources, including personnel available, to implement your proposed solution(s)
- ✓ A detailed description of the company's corporate or other organizational structure
- ✓ A chronological history of the operation of the company during the past five (5) years, including major bookstore services, customer accounts, the size of the accounts, and other descriptive information. At a minimum, proposer must document a minimum of five (5) years' experience with other bookstore facilities in size and scope of the University.

Section 3: Proposal/Solution(s): Describe in detail how your firm will address the University's Bookstore Services program needs as outlined in this RFP. All proposers shall provide in this section the following information and documents with their proposal:

- ✓ Respond to all of the RFP requirements
- ✓ A description of the retail items that may be sold to targeted customers with a) inexpensive; b) moderate; c) expensive budgets

- ✓ Describe the types of retail sales process for items that would be available including several samples of regular and specialty items that might be offered
- ✓ A description of your standards of Customer Service. How do you plan to serve all the University's students and community?
- ✓ Provide examples through case studies, training manuals, or other documentation that demonstrates your firm's commitment to: cleanliness; organization; product presentation; employee training; management effectiveness; sales increases; measured performance reporting; measured marketing/advertising results
- ✓ A description of the academically discounted software and other academically discounted items to be available at the Bookstore, website, etc. It is important that the proposal include educational discounted products and services.
- ✓ A description and list of all major equipment items that your firm will provide and install, at no cost to the University, as a part of the Bookstore Services Contract.

Section 4: Computer Interface: The University seeks to leverage the industry's latest hardware and software technology to the greatest extent in systematizing and managing bookstore operations. The University operates the Blackboard software application.

- ✓ Describe the highlights of your firm's plans to implement the industry's best hardware and software technology.
- ✓ Describe your firm's experience in operating other Bookstore Services Contracts with a successful interface between your firm's computer system and Blackboard software.
- ✓ Alternatively, without the experience of having existing clients with a Blackboard interface, describe your firm's willingness and ability to develop this as part of the services you may provide to the University.

Section 5: Course Packs/Custom Anthologies:

- ✓ Provide a description of your firm's ability to provide faculty with fast, easy and risk-free course materials tailored specifically to their courses.
- ✓ Describe your firm's expertise and experience in the area of obtaining copyright clearances to protect from copyright infringement.
- ✓ Describe your firm's expertise and experience in reproducing, binding, and delivering course packs quickly and accurately.

- ✓ Describe savings for students. The Contract may include the exclusive right to produce and sell custom anthologies and course packs at the University.

Section 6: Client References: All proposers shall include references from at least three (3) Bookstore Services operations that it has successfully operated that are similarly sized colleges. References from University or other public agency accounts may be submitted in addition to the three (3) required. Reference information must include:

- ✓ Written letters of recommendation from the company or agency executives, administrators and/or managers responsible for the administration of the Bookstore Services program.
- ✓ The names and telephone numbers of contact individuals, and the location addresses must also be included in your submittal.

Section 7: Non-Collusion Affidavit: Attachment A

Section 8: Contract Terms: Respond or comment as necessary and in sequential order to the various contract clauses contained in Attachment B and UCA Rider, Attachment C, University Requirements. Set forth in full or in writing, any alterations, exceptions, and/or new clauses.

Section 9: Other Information: In this section, include any additional relevant information that may be helpful in evaluating your proposal.

5. Oral Presentations: Upon receipt of proposals in response to this RFP and the University's subsequent review of such, the University, at its sole discretion, may invite one or more Proposers to make an oral presentation to the Selection Committee. The committee may seek to clarify its understanding of the submitted proposal and/or obtain further information regarding the Bookstore Services Program proposed. The Committee may inquire about Proposer's past and current Bookstore Services programs.
6. Site Visits The selection committee may elect to visit one or more Bookstore Services program sites operated by one or more Proposers to evaluate the quality and comprehensiveness of their services.
7. Right to Use Ideas All proposals submitted become the property of the University. The University reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Proposer. Any proprietary information submitted must be clearly marked as such. Selection or rejection of the proposal shall not affect this right.
8. Staffing

- 8.1 Firm shall assign professional staff as appropriate to conduct services. The Firm is responsible for the assignment of its personnel.
 - 8.2 Firm may not assign or subcontract any portion of its contract with the University without the written consent of the University's Vice President of Finance and Administrative Services.
9. A copy of the University's current contract and amendments are included as *Attachment G*.
10. Evaluation and Award of Proposals The following categories will provide the basis for the evaluations:
 - 10.1 Compliance with RFP guidelines and overall acceptance of University Requirements.
 - 10.2 Comprehensiveness of the written proposal and the oral presentation, if required, in addressing this RFP and the other reference materials presented by Proposer.
 - 10.3 Proposer's demonstrated experience in and reputation for, managing similar sized Bookstore Services Programs at a university. At a minimum, proposer must document a minimum of five (5) years' experience with other college bookstore facilities in size and scope of the University.
 - 10.4 Proposer's proven ability to implement best practices and assessment of the advantages and advances offered to the college in the proposal.
 - 10.5 Proposer's resources in terms of qualified personnel, knowledge, skill and experiences in addressing the University's needs as detailed in this RFP and other college-provided documentation.
 - 10.6 Proposer's best fit as demonstrated in the RFP response and presentation/interview session if used.
 - 10.7 A complete financial proposal demonstrated in response to this RFP, the financial potential to operate the full scope of services while enhancing returns to the University on a year to year basis.

11. UNIVERSITY REQUIREMENTS

- 1) Term of Contract: The effective date of this Contract shall be upon signing, and shall terminate after a five (5) year period, with the option to renew for an additional five (5) years, subject to the terms of the University's standard contract.

2) Termination of Contract:

- a) Either party may terminate this Contract with or without cause upon one hundred twenty (120) days prior written notice. In such event, Firm shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by University by virtue of any breach of the Agreement by Consultant.
- b) In the event of termination of this Contract, the University shall purchase, or cause to be purchased, Firm's UCA College Bookstore inventory on hand. The purchase of all adopted course materials including, but not limited to, new text books, used books, trade reference and technical books, and other general merchandise under one (1) year old shall be at Firm's documented cost (less depreciation). All other merchandise shall be purchased at current wholesale value or other mutually agreeable price. The amount of merchandise to be purchased shall not be unreasonable given the size and scope of the Bookstore's operations.

3) Cancellation for Insufficient or Non-Appropriated Funds: The Contractor hereby agrees and acknowledges that monies utilized by the University to purchase the products or services specified in this RFP is public money appropriated by the State of Arkansas or acquired by the University from similar public sources and is subject to variation. The University fully reserves the right to cancel this RFP with no penalties at any time and/or to limit quantities of products or services due to non-availability or non-appropriation of sufficient funds.

4) Bookstore Name:

The name of the bookstore shall be and remain "UCA College Bookstore". Signs for identification and hours of operation will be posted at the entrance of the store. All signs and signage will be provided by FIRM. All signs and signage will be consistent with the University's signage standards and must be approved in advance by the Vice President of Finance and Administrative Services or her designee.

5) Exclusivity:

- a) The University will grant FIRM the exclusive right to buy and sell to the students and the public all: Textbooks, Workbooks, Fictional books, Magazines, General reference books, Paperback books, School supplies, Clothing, Clothing with UCA logo, Jewelry, Novelties, Toilet articles, Stationery, Greeting Cards and Gifts, Sundry items, Over-the counter medicine, Class rings, Graduation regalia for sale/rent, Diploma and Plaques, Computer supplies (disks, etc.), Computer software, Electronics, Prepaid cards, Other merchandise ordinarily sold in a for-profit college bookstore.

- b) FIRM shall have the exclusive right to buy, sell, and distribute the foregoing merchandise (including the right to select vendors) free from any alternate source licensed, endorsed, or otherwise approved or supported by the University, on The University campus, by catalog or through electronic commerce, including hyperlinks to alternate sources. FIRM shall maintain all 1st quality/high quality merchandise. The University reserves the right to pre-approve all products sold on campus.
 - c) The University reserves the right to pre-approve all products sold on campus. If FIRM discovers that an exclusive item is being sold on campus, FIRM will notify the University. Firm and University will first work cooperatively to resolve the issue.
 - d) Nothing in this contract shall prevent the UCA Foundation, non-profit student or athletic fund raisers from selling merchandise which is also available from FIRM, nor prevent the University from making purchases through its usual and customary purchasing procedures.
 - e) The University and FIRM may negotiate additional bookstore-related services as needed during the term of this contract.
 - f) FIRM agrees that it will not in any manner use the credit or the name of University in connection with its business or affairs without prior written consent of the Vice President of Finance and Administration or her designee.
 - g) FIRM will not sublease or assign, either in whole or in part, any portion of the structure(s) provided. The University retains the right to inspect all areas of the Bookstore, and FIRM agrees to permit inspection at any reasonable time by the University representative or designee.
- 6) Exceptions to Exclusivity:
- a) The contract will grant exclusive rights to all bookstore service requirements of the University, with the exception that The University may purchase any Athletic Department apparel and/or career technical education uniforms including items for resale, and The University may purchase directly from publishers any required booklets, etc., for self-supporting or non-credit programs where normally the cost of the trade/reference book is included in the tuition of the class.
 - b) FIRM will be offered a first right of refusal on such trade reference books. If FIRM, after adding its gross margin, cannot be competitive to the University's cost, the University will exercise its right to directly purchase and distribute said books.
 - c) FIRM agrees that the University may allow its students to periodically set up an organized "book fair/book swap" program, (i.e.; an organized effort where students set up manned or unmanned tables to swap books.).

7) UNIVERSITY Logos:

FIRM shall have the non-exclusive right to use the University seal and logo on store signage and collateral materials, the store Internet site, and on stationery, graduation announcements, soft goods including clothing, umbrellas, cups, clothing, binders, pens, pencils, decals, and other items which are manufactured to be sold by the Bookstore. University shall have the right at any time during the contract to require FIRM to stop using University seal and logo in a manner that the University deems to be inappropriate. The FIRM will work with the University Marketing and Communications department to obtain licensing and approval to use the University logo.

8) Restrictions:

The University may forbid both the display and sale of any objectionable item(s) at any time during the contract and the FIRM agrees to comply with the restriction. The University and FIRM agree to first cooperatively work to settle any issues that may arise in this area. The following items may not be displayed or sold in the The University Bookstore, online site or other venue: Other Contractual obligations, Food (Except snack foods, such as candy bars, unless agreed to with Dining Services), Items already covered under another exclusive contract unless agreement has been reached, Cigarettes, other tobacco products, smoking products, Liquor, Gambling items, Sexually explicit materials (except contraceptive items are generally not considered sexually explicit materials), any other items that are not appropriate for sale in a college setting.

9) Revenue to the University:

- a) Revenue shall be derived based on all sales to faculty, staff, students, or others whether in-store, online or through some other channel.
- b) Payment for the previous month shall be made by electronic funds transfer or other means acceptable to the University within 15 days of the end of the following month. On the date of payment, FIRM will email or electronically deliver to the University a full report of the Bookstore's monthly sales and gross revenue for the preceding period. Where annual amounts are noted above, the FIRM shall pay a pro-rata monthly payment each month.
- c) FIRM will maintain records on the premises of the Bookstore so that the University may determine the accuracy of the reports and provide other reporting - ad hoc at the request of the UNIVERSITY representatives.
- d) The term "gross revenue" shall be defined to be all revenue received from the gross sales of all merchandise sold in the University bookstore, the store's World Wide

Web page and other locations, less refunds. Subject to negotiations during the RFP process, it may not include:

- i) Academically discounted software sales,
- ii) FIRM-funded sales, or,
- iii) Any amounts added to the selling price due to:

- (1) Sales tax
- (2) Excise tax
- (3) Any other taxes
- (4) Merchandise transferred to other stores

- e) Other Revenue to be provided which may be proposed during the RFP.

10) Public Related Service Events:

- a) FIRM shall, for each contract year, provide a minimum of \$5,000 in cash, made available to the University's Foundation, for public related service events. Such events may include graduation, student/staff caps and gowns, opening of term faculty meetings, faculty receptions, and for various University events.
- b) Advertising and Community Relations
- c) One-time contribution and/or donation
- d) Future Naming Rights
- e) Other contributions and/or donations as may be proposed during the RFP.

11) Current Incentives:

- 1.) An annual donation of \$15,000 to be used at the University's discretion.
- 2.) An annual donation of \$5,000 in Annual Textbook Scholarships on behalf of UCA students and at the discretion of the University.
- 3.) An annual donation of \$5,000 for Public Related Services as designated by the University.

12) Technology/Point of Sale System:

- a) FIRM shall implement the latest electronic and technological innovations for students and other customers to order books, supplies, and gift items. The University requires an upgrade from the current point of sale system.

- b) FIRM will provide a high quality, interactive website to include a secure server for the purchase of books and merchandise electronically. FIRM will further develop the merchandising program through the website.
- c) A Point of Sale (POS) electronic scanning system will be required to be used at the University bookstore location.
- d) A proven, leading edge POS system for the bookstore will enable all registers to act as full service workstations to deliver efficient services and capture necessary data. Specifically, the POS registers will be able to process all sales, accept credit and debit card transactions, and process a wide array of financial aid/in-house credit card payments. The POS software package shall tie together information captured at the register with the backroom functions to provide managers with up to the minute visibility of store operations including inventory, accounts receivable trade book ordering/availability, general merchandise, and other relevant management functions and reports such as sales trend reporting and others as mutually agreed upon.
- e) FIRM shall pay all applicable local, state and federal taxes, in force or enacted. The UNIVERSITY shall not be responsible for any debts or deficits incurred by FIRM. Prices to be charged for goods and services are to be determined by FIRM, but the UNIVERSITY has the right to request review and the reconsideration of prices judged to be excessive and FIRM agrees to disclose actual cost of any item(s) reviewed.
- f) FIRM shall at no charge, handle various types of student vouchers, credit cards and debit cards. At a minimum FIRM will accept Visa and Mastercard, and will pay all merchant charges and other costs associated with acceptance of these credit and debit cards, and will not charge students an extra fee for accepting credit and debit cards. FIRM shall also provide for the special handling, tracking, and paperwork in order to accommodate these students. If requested, FIRM shall at no extra charge, provide for the sale of transportation passes and parking permits.

13) Record Accounting / Keeping Practices:

- a) FIRM shall maintain records of all sales, collections and inventories from The University operations, including Internet sales and other records as mutually agreed upon. All record keeping and accounting practices shall be in sufficient detail to meet requirements applicable to a college and be consistent with best practices of the college bookstore industry and be in compliance with all Federal and State laws and regulations, GAAP financial recordkeeping reporting.
- b) FIRM shall provide audited financial statements for the FIRM prepared by an independent Certified Public Accounting (CPA) firm on an annual basis within sixty (60) days following the end of FIRM's fiscal year. Additionally, FIRM will provide self-certified financial statements for the operations of the University Bookstore

within thirty (30) days following the end of the University fiscal year (June 30). FIRM and its CPA shall conduct random audits of the bookstore on a regular basis and report results to The University representatives.

- c) All records and reports shall be provided in machine readable electronic format to The University.

14) Access and Audits:

- a) FIRM agrees to permit The University' or the State of Arkansas auditors, authorized representative, or agents to examine, inspect, and have access to the books, records, papers, equipment, and facilities, at all reasonable and proper times with respect in order to assure that each of the provisions of this Contract is being performed in a manner satisfactory to The University.
- b) FIRM shall adequately maintain digital copies of records in a machine-readable format for at least two (2) years after completion of this contract. The University shall have access to the digital such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at no cost upon five (5) days written notice.
- c) The University'/State's auditor(s) may, including but not limited to, need access to the following documents during an audit:
 - i) Sales Receipts
 - ii) Canceled checks
 - iii) Deposit slips
 - iv) Payroll records
 - v) Insurance documents
 - vi) Other business documents related to the Bookstore
- d) The above listed records may be kept on FIRM's campus premises, and be made available at that location.

15) Credit / Debit Cards:

FIRM shall accept credit and debit cards (including but not limited to MasterCard and VISA), and will pay all merchant charges and other costs associated with acceptance of

these credit and debit cards. In addition, Firm may accept personal checks. FIRM will be responsible for pursuing the collection of monies as a result of bad checks and charges. However, collection expenses shall not exceed the delinquent amount without the Vice President of Finance and Administration or her designee's prior written approval.

16) Refund Policy – General Merchandise:

FIRM shall identify and implement a refund and exchange policy for general merchandise, which must have the prior written approval of the Vice President of Finance and Administration. The University Bookstore will issue full purchase price refunds for textbook and course-related supply returns under the following conditions:

- a) All books and course-related supplies must be returned in unopened, original, saleable condition within five (5) business days of purchase. Items sold in shrink-wrap must be returned unopened to receive a full refund. At the discretion of FIRM, a used book refund may be available for shrink wrapped items that have been opened.
- b) The customer must have the original register receipt to receive a refund. Purchases made on a credit or debit card must be refunded to the same credit or debit card, and the customer must have the card with them at the time of the return. At the discretion of FIRM, where the customer has lost a receipt or the credit or debit card account is no longer active, The University Bookstore credit may be issued to the customer for the amount of the refund in lieu of cash or credit card refund.
- c) For items purchased through the world wide web page, where the bookstore does not normally carry such item in-stock, FIRM may require the customer to return the item using a mail return policy.

17) Advertising Materials:

The University shall have the right of prior approval of all signs, posters, ad copy, or other Bookstore advertising materials or advertisements placed on University premises, or in publications, or otherwise placed by FIRM.

18) Marketing Plan:

FIRM will provide the University with a formal, detailed marketing plan within 90 days of the award of this RFP and on or before July 1 of each contract year when the plan shall be updated. The marketing plan shall address each item currently for sale in the bookstore and any new items proposed by FIRM. Such plans shall target year-to-year results of increasing sales. FIRM will be working with the University Marketing and Communications department.

19) Promotions:

As an important part of the merchandising program, FIRM will offer major theme promotions and events throughout the school year. FIRM will work closely with the University, the University Foundation, various student groups on campus, and alumni groups affiliated with the University. The goal will be the development of various promotional programs designed to stimulate the continued support of the University through the sale of emblematic clothing, and other high-quality books and merchandise. Promotions and events shall be planned in collaboration with the University representative.

20) Customer Service:

The University's goal for this contract is to provide extraordinary customer service to its students. FIRM shall adopt this same philosophy and have a sincere interest in service with pride. Additionally, the Bookstore staff should be sensitive and responsive to the needs of both students and faculty, and be compatible with the educational and cultural objectives and atmosphere of the College. In particular, providing high quality service to the potential University's site located away from the main campus is an important priority.

20) Merchandise Delivery/Shipments:

- a) FIRM shall make all arrangements for delivery, unloading, receiving, and storage of merchandise. The University will not assume any responsibility for receiving or handling these shipments.
- b) FIRM shall bear all costs and responsibilities for handling outgoing and incoming U.S. mail and package shipping and receiving. FIRM will ensure that items are not stored outside of the Bookstore area and that Bookstore operations do not adversely impact other University operations located nearby.

21) Retail Selling Prices:

- a) On new textbooks, e-books, e-course packs, course packs, text "packages," "kits," "sets," "bundles," and non-returnable and return-restricted texts and trade books, not more than the publishers' list price, or a 25% to 28% gross margin (for example, cost divided by .75, inclusive of restocking fees and return penalties) on net price books and list price books sold to FIRM at less than a 25% discount off list, plus a freight pass-through.
- b) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices. University and FIRM agree that the sale of used textbooks will benefit the students, and every effort shall be made to offer as many used textbooks as possible.

- c) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

22) Textbook Buy-Back:

- a) FIRM shall re-purchase used textbooks from students.
- b) Used textbooks, in good condition, shall be repurchased at the buy-back price of not less than 50% of the retail price if FIRM has determined that the textbooks are necessary for the following academic term and that current stock levels require book purchases.

23) Textbook Adoptions:

- a) FIRM's store manager(s) shall maintain close communications with academic departments and administrative staff to ensure a regular and timely exchange of information on required texts and supplemental material utilized by the faculty. Store manager shall ensure such communications at University's sites located away from the Eureka main campus.
- b) FIRM's store manager(s) shall provide each department with text purchase history each semester. The store managers shall develop and enhance electronic systems for updating class registration information to optimize the correctness of the number of textbooks ordered for each course. Store manager shall ensure such communications at University's sites located away from the Eureka main campus.
- c) University staff shall complete Textbook Adoption forms and return them to the Bookstore in a timely manner. The completed forms shall include, but not limited to:
 - i) Quantity of books required
 - ii) Title
 - iii) Edition
 - iv) Study Guide and other peripheral items needed for each class
- d) With exception of the Fall Term, FIRM and University shall make every effort to ensure that the bookstore receives the necessary textbook adoption information at least eight (8) weeks preceding the beginning of a new term. Textbook adoptions for the Fall Term must be received by the Bookstore no later than the end of the preceding April. University shall notify FIRM of both estimated and actual class enrollment figures. The University may change the textbook adoption deadlines at any time during the contract term.

- e) FIRM shall ensure that all textbooks are received prior to the first day of classes.
- f) FIRM shall ensure that stock levels are sufficient to provide books to all students registered in accordance with the class enrollment figures provided by the University, including students at University's sites located away from the Eureka main campus.

24) Stock-Outs:

- a) Stock-outs are unacceptable. FIRM shall ensure that textbooks are available for all registered students.
- b) Any quantity of textbooks needed, but not in stock at the required time (where sufficient notice was given), will be ordered/shipped "next day or second day air" at FIRM's expense to assure prompt textbook availability for the students.

25) Textbook Rental Program and e-Textbooks:

FIRM shall implement industry leading, best practices with regard to Textbook Rental Programs and e-Textbooks.

26) Financial Aid:

FIRM shall be prepared to, during the term of this contract; grant credit to students who receive financial aid in accordance with University procedures. The University may, at some point in the near future, provide FIRM with access to student's financial aid award balances, and FIRM shall be responsible for posting charges against these balances. Credit shall be limited to books and/or supplies as specified by Financial Aid, Grant, or Agency. A valid invoice for payment must include all required back-up documentation to be considered complete.

27) Utilities:

- a) The University shall provide all electrical utilities, telephone, data, HVAC, janitorial/cleaning, and pest control services necessary to operate the bookstore. FIRM shall pay its pro rata share. The University shall provide monthly invoices payable within thirty (30) days of the invoice date.
- b) The University shall provide dumpster services. All cardboard containers/boxes must be broken down and taken to a designated area. FIRM shall comply with all recycling policies and programs established by the University.

28) Security:

- a) The University provides police security services.
- b) FIRM shall cooperate fully with the University's Police Department and Vice President for Student Services on issues of discipline, college regulations, internal security, and theft control in the bookstore. FIRM may have individuals arrested for criminal activity such as theft and shoplifting. FIRM shall inform the University's Representative, prior to prosecution, of any University student or employee. The University reserves the right to have input into disciplinary matters for its students.
- c) FIRM shall provide the University Police Department with door keys or access codes. At FIRM's cost and in compliance with applicable local codes, FIRM may install a security system on the doors and windows of the facilities, and will provide access codes to the University's Police Department. If security camera devices are installed, the FIRM shall work cooperatively with the University to provide a live camera feed to the UCA Police Department. FIRM shall not tamper with or disable security or camera devices installed by the University anywhere in the Bookstore or other areas. In the case of entry into the Bookstore by the University, without prior knowledge of the Firm's store manager(s), the University's representative will report same to the Bookstore manager(s) as soon as possible.

29) Access to Facility:

From time-to-time, a University representative must gain access to the Bookstore for the purpose of life safety, sanitary, and fire inspections, or other emergencies. Whenever practical, these inspections may be performed during spring, winter, and holiday breaks, or other times when the Bookstore is closed or in low use.

30) Furniture, Fixtures, and Equipment:

The Bookstore is furnished with certain furniture, fixtures and equipment that shall remain the property of the University. FIRM may provide furniture, fixtures, and equipment for the proper execution of bookstore operations including but not be limited to: Office furniture, Office equipment, Display cases, Shelving, Cash registers, Computers, Merchandising units, Storage for students items / Lockers, Copier.

- a) FIRM shall continue to provide a personal storage area for students being served by the Bookstore.
- b) FIRM may provide and maintain display cases for Bookstore use at one or more locations on campus and/or off-campus.
- c) If FIRM installs any permanent or semi-permanent fixtures or equipment, it shall remain the property of FIRM and must be removed from the premises at the end of the contract, unless other arrangements are approved in writing by the Vice President

of Finance and Administration or her designee. Any damage to the facility caused by such removal will be repaired by FIRM at its cost and to the satisfaction of the University.

- d) FIRM shall be responsible for all maintenance and repairs of its furniture, fixtures and equipment. The University shall not be responsible for providing any equipment.

31) Premises Alterations:

- a) The University may make improvements to the current Bookstore site. Should FIRM choose to make any improvements to the Bookstore site, it shall be solely at FIRM's expense. The University shall not reimburse any costs for improvements to the premises. All costs of such renovations shall be borne by FIRM.
- b) FIRM shall make no changes or alterations to the premises unless authorized in writing by the Vice President of Finance and Administrative Services or her designee
- c) Naming rights in accordance with University Policy.

32) FIRM Pledges:

- a) FIRM shall not pledge the University's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- b) FIRM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

33) Authority to Practice:

FIRM hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business, and that it will, at all times, conduct its business activities in a reputable manner.

34) Federal and State Taxes:

- a) The University is not exempt from Federal or State Sales Taxes. The FIRM shall not be exempted from paying sales tax to its suppliers for inventory or materials to fulfill contractual obligations with the University.
- b) FIRM shall be responsible for payment of its own, and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

35) Uncontrollable Forces:

Neither the University nor FIRM shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, and other acts of nature, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

36) Employee Training:

FIRM's Bookstore employee(s) agree to participate in and complete reasonable training activities required by the University, for example periodic sexual harassment training.

37) Assignment:

Should FIRM be sold to or acquired by another company, the University reserves the right to give sixty (60) days notice that it shall seek to re-procure bookstore services or take the Bookstore back to University management.

38) Contingent Fees:

FIRM warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for FIRM to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bonafide employee working solely for FIRM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

39) Accessibility:

FIRM shall provide handicapped access in accordance with ADA and Standard Requirements for a Retail Bookstore. The University shall be responsible for any building alterations required by the city, state, or federal government.

40) Contract Administration:

- a) Services of FIRM shall be under the general direction of the Vice President of Finance and Administration or her designee phone (501) 450-3184, who shall act as the University's representative during the term of the Contract and shall provide daily coordination regarding the contract.
- b) FIRM shall make its corporate representatives reasonably available to the Vice President of Finance and Administration or her designee to discuss and resolve any operational issues.

41) Drug-Free and Smoke-Free Workplace:

The University is designated as a Drug-Free and Smoke-Free Workplace. FIRM's employees shall abide by and adhere to this policy.

42) Key Personnel:

FIRM shall notify the University in the event of key personnel changes which might affect this Contract. Notification shall be made within ten (10) days prior to said changes. The University has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

- a) Manager
- b) Assistant Manager

43) Employees – Firm:

- a) The University has the right to approve all campus bookstore employees hired by FIRM. The University reserves the right to reject any bookstore employees who, in the judgment of the University, is not qualified to perform the work or otherwise unsuitable to work on the University's premises.
- b) The University generally hires student and temporary employees seasonally as needed to assist with work flow.
- c) FIRM's employees shall dress in a clean and neat manner, and shall comply with University parking, traffic, safety, security, and all other regulations on campus.
- d) No changes in staffing levels will be allowed without the consent of the University.
- e) FIRM's employees working at the University Bookstore shall comply with the University's safety-related hiring procedures, including but not limited to fingerprinting, tuberculosis screening, and physical examination requirements of the University's Human Resources Department. University will bill Contractor for the cost of these services. FIRM shall provide the University's Vice President of Finance

and Administration and Human Resources Director with a copy of their Employee Handbook.

44) Hours of Operation:

Hours of Operation shall, at a minimum, conform to the current hours. **Any change in the hours of operation shall require the approval of the University's Vice President of Finance and Administration or her designee.**

45) Maintenance/Repairs to Facilities:

Should there be a need for repairs to the facility, FIRM shall immediately notify the University's Physical Plant Department. Should the problem be of any emergency nature, and the University's Physical Plant Department is not available, FIRM shall immediately notify Campus Police Department.

46) Performance Bond:

The selected FIRM shall be required to provide a Performance Bond in the amount of \$500,000. The surety company must meet the provisions required by Arkansas State Law. Should the surety company become insolvent during the term of the contract, FIRM shall provide a Request for Proposal for Bookstore Services alternate bond, acceptable to the University, within fifteen (15) working days from the date FIRM is notified of said insolvency, by any party.

47) Bid Security:

Firm shall include a bid security in the amount of \$50,000 with the proposal submitted. Omission of the bid security will result in the rejection of the proposal.

48) Fidelity Bond:

- a) Selected FIRM agrees to provide and maintain fidelity bonds or equivalent insurance, with the University as loss payee, in an amount not less than \$10,000 for each employee.
- b) The bond amount for employees handling or responsible for the handling of daily Gross Revenues shall be \$50,000, in a form and drawn on such company as is acceptable to the University.

49) Ownership of Documents/Information:

Any and all documents, records, disks, drawings, or other information shall become the property of the University for its use and/or distribution as may be deemed appropriate by the University. Passwords for electronic media or files shall be provided to the

University's Vice President of Finance and Administration or her designee. Data shall be easily accessible in Microsoft format. The foregoing shall apply to store financial information only, and not to FIRM's employment and payroll records, proprietary or licensed software, trademarks, copyrights, and other intellectual property, or other information required by contract or applicable law to be kept confidential. FIRM shall have a perpetual royalty-free license to use store financial information in its operations.

50) Bid Timeline. This is a tentative timeline provided for information purposes only:

- a) March 16, 2023: RFP issued
- b) March 30, 2023 at 8:30 am: Mandatory Pre-Proposal meeting
- c) April 6, 2023 by 3:00 p.m.: Last day to submit questions
- d) April 27, 2023 by 9:00 a.m.: Proposals due
- e) May 11, 2023: Oral Presentations
- f) July 1, 2023: Contractor Commences Performance

**ATTACHMENT A
Non-Collusion Affidavit**

STATE OF ARKANSAS, COUNTY OF FAULKNER

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 2023
at _____ (City, County and State)

I declare under penalty of perjury under the laws of the State of Arkansas that the foregoing is true and correct.

Signature (Address)

Name Printed or Typed (City, County and State)

Exhibit A
Commencement Activities Procedures

FIRM will provide an array of services at the University bookstore:

1. FIRM will partner with the leading suppliers of regalia in providing cap and gown rentals and sales to seniors graduating, as well as faculty and administrators involved with commencement activities.
2. FIRM will consider any services required by the University for regalia, announcements, and other commencement items.

Attachment B

UCA Standard Terms and Conditions

1. **GENERAL:** Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.
2. **ACCEPTANCE AND REJECTION:** The University of Central Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UCA to contract for the commodities/services listed herein.
3. **BID SUBMISSION:** Bids must be submitted to the Procurement Department on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.
4. **SIGNATURE:** Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.
5. **NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason. Individual bidders may be removed from the University's Bidders List by failure to respond three times in succession.
6. **PRICES:** Bid pricing on the unit price to include FOB destination to UCA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.
7. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on any "term" contract.
8. **BRAND NAME REFERENCES:** Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to

and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.

9. **GUARANTY:** All items shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function for which it was intended. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.

10. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder's expense. Each sample should be marked with the bidder's name, address, bid number and item number.

11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

12. **AMENDMENTS:** The bid documents cannot be altered or amended after the bid opening except as permitted by regulation.

13. **TAXES AND TRADE DISCOUNTS:** List all taxes as a separate line item on the bid for commodities. However, for construction projects all taxes must be included in the total bid price. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

14. **AWARD:** Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UCA Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. **NOTE:** Firm Contract: A written University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents

and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. Term Contracts: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a "term contract" is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.

15. TERM OF CONTRACT: The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

16. DELIVERY ON CONTRACTS: The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UCA Procurement Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.

17. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval of the UCA Procurement Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained for the UCA Procurement Department. Packing memoranda shall be enclosed with each shipment.

18. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet the original specifications of the order will authorize the UCA Procurement Department to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

19. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.

20. UNIVERSITY/STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

22. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s),

quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

23. ASSIGNMENT: Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

24. LACK OF FUNDS: The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

25. DISCRIMINATION: In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employ practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

26. ETHICS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas contract upon 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. Any violation of this ethics statement can result in the cancellation of any contract with the University.

27. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract, executed by the University of Central Arkansas which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98- 04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

28. ANTITRUST: As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of

the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

29. TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility

Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to,

keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013. As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

30. CANCELLATION FOR CAUSE: Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

31. CANCELLATION FOR CONVENIENCE: The University may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

32. ALTERATION OF ORIGINAL IFB/RFP DOCUMENT: The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UCA Procurement Department. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

33. SOVEREIGN IMMUNITY: Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Central Arkansas.

34. EMPLOYMENT OF ILLEGAL IMMIGRANTS-CERTIFICATION BY BIDDER: Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at www.arkansas.gov/dfa/procurement. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

35. WORK FOR HIRE: All goods, products, software or other items (collectively the "deliverables") under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UCA's business. Company agrees to execute and deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

Exhibit B

Access and Use of University Property

NAMING BUILDINGS

The final authority for naming University facilities rests with the Board of Trustees, which will base its decision on how well the name communicates the use of the building.

A facility is defined as any and all University and College structures and/or lands, including, but not limited to, buildings or any portion thereof, roads and access routes, athletic fields and staging areas, plazas, dining commons, and all other areas of assembly or activity.

See Board of Trustees Policy Number 402 for additional information.

**Attachment C
UCA Rider**

Any contract or agreement to which the University of Central Arkansas (“UCA”) is a party shall be deemed to have the following provisions incorporated by reference:

(1) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”

(2) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon. UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) “The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”

Exhibit C
UCA Bookstore Sales Volume

Category name	2020	2021	2022
Bookstore Recommended	\$ 20,767.05	\$ 16,943.56	\$ 12,213.83
Calculators	\$ 14,625.06	\$ 13,485.27	\$ 12,735.55
Clothing	\$ 173,951.64	\$ 282,494.29	\$ 263,426.98
Food Taxed	\$ 432.57	\$ 667.27	\$ 635.17
General Taxed	\$ 77,379.18	\$ 103,406.00	\$ 107,238.68
General Untaxed	\$ 5,929.86	\$ 3,514.25	\$ 13,762.54
Gift Certificate	\$ 565.00	\$ 1,432.50	\$ 1,105.00
Gifts	\$ 4,938.06	\$ 9,211.25	\$ 7,191.38
Graduation	\$ 73,406.66	\$ 120,599.02	\$ 120,449.23
Non-Commissioned Sales	\$ 1,918.32	\$ 6,500.90	\$ 3,077.65
Office Supplies	\$ 120.63	\$ 173.47	\$ 163.16
Scantrons/Blue Books	\$ 577.25	\$ 455.85	\$ 654.35
School Supplies	\$ 13,717.60	\$ 16,594.19	\$ 16,545.56
Textbooks	\$ 2,114,119.61	\$ 2,143,613.42	\$ 2,098,303.60
Total	\$ 2,502,448.49	\$ 2,719,091.24	\$ 2,657,502.68

**ATTACHMENT D
REQUEST FOR PROPOSAL SIGNATURE CERTIFICATION PAGE**

RFP Release Date: March 16, 2023
Proposal Due Date and Time: April 27, 2023 at 9:00 a.m.
Contractor Commences Performance: July 1, 2023

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE. **Companies who do not attend the Mandatory Pre-Proposal meeting on March 30, 2023 will not be allowed to submit a proposal.**

Company Name: _____

Name (Type or Print): _____

Title: _____

Address: _____

Telephone Number: _____ Cell Number: _____

E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

**ATTACHMENT E
REFERENCE SHEET**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone#		
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone#		
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone#		
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

ATTACHMENT F
BOOKSTORE FINANCIAL BID FORM

(Note: Items listed on this Bid Form are in addition to all other financial requirements and obligations outlined in this RFP)

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

% _____

2. COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS
COMMISSIONABLE SALES:

% _____

3. MINIMUM ANNUAL GUARANTEE (The minimum amounts shall be paid to the
University as revenue as follows):

i) Guaranteed Annual Minimum: \$ _____

ii) Percent Commission to the University from Gross Revenue over \$ _____
annually: _____%

iii) Percent Commission to the University from Gross Revenue over \$ _____
annually: _____%

4. SIGNING BONUS:

\$ _____

5. ADDITIONAL FINANCIAL INCENTIVES: (e.g., Textbook Scholarship, General
Scholarship, etc.)

\$ _____

ATTACHMENT G
Current Contract and Amendments

Please visit <https://uca.edu/procurement/current-bids/> for attachment G

