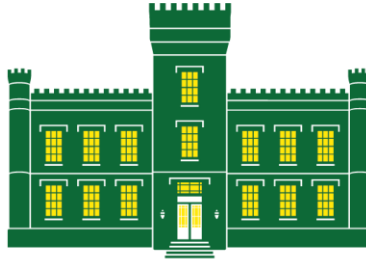


**KENTUCKY STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)
FOR
BOOKSTORE OPERATIONS
RFP 25-06**



**KENTUCKY STATE
UNIVERSITY**

Issue Date: March 18, 2025

Closing Date and Time: April 23, 2025 3:00 pm EDT

**Issued by:
Fran Pinkston
Kentucky State University
Academic Services Building (ASB), Suite 429
400 East Main Street
Frankfort, KY 40601
502-597-6434
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SECTION 10 – PURPOSE, OVERVIEW & SCHEDULE

10.1 Purpose

Kentucky State University is soliciting proposals from qualified firms to provide online bookstore services with merchandise support for the campus bookstore.

10.2 Access to Solicitation, RFP and Addenda

The University invites each prospective Vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by Kentucky State University Buyer shall be used by Vendors in preparing the response. The solicitation, addenda, and attachments shall be posted to the Kentucky State University Web site at: <https://www.kysu.edu/finance-and-administration/purchasing/bid-opportunities.php>

10.3 RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

- Proposer, Offeror, Contractor, Provider, or Vendor;
- Buyer, Purchaser, or Contract Officer;
- RFP, Solicitation, or Procurement;
- Bid, Proposal, or Offer;
- Kentucky State University, KSU, University.

For the purpose of this RFP, the following terms are defined:

- Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement.

10.4 Restrictions on Communications

The Kentucky State University Buyer named on the Cover Sheet of this RFP shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the Buyer.

From the issue date of this RFP until a Vendor is selected and the selection announced, Vendors shall not communicate with any other University staff concerning this RFP. The University shall reserve the right to disqualify the Vendor’s proposal response if the communication restriction clause is violated.

10.5 Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.7 of this RFP. Should a Vendor object to any of Kentucky State University’s standard terms and conditions or provisions of the solicitation, that Vendor must specifically identify the deviation and must propose specific alternative language that could be acceptable to the University. Vendors must include a brief statement of the purpose and impact, if any, for each proposed change in addition to the specific proposed alternate wording. General references to the Vendor’s terms and conditions or attempts at complete substitutions are not acceptable. Deviations shall not be in conflict with the basic nature of this solicitation.

Kentucky State University reserves the right to reject any and/or all deviations in whole or in part. Vendors must submit deviations pursuant to the schedule in Section 10.7 of this RFP.

Questions and deviations shall be submitted to the Kentucky State University Buyer via email at Frances.Pinkston@kysu.edu

Vendors should submit questions on Attachment B - Vendors Question Form.

No questions or deviations shall be accepted after the date(s) listed in Section 10.7 unless the question(s) or deviation(s) is considered material to the procurement. The Kentucky State University Buyer shall respond to salient questions in writing by issuing an addendum to the solicitation. Any addendum will either incorporate acceptable deviations into solicitation, indicate the deviation is negotiable with the successful Vendor or indicate the deviation is unacceptable. Any proposal that includes a deviation deemed unacceptable pursuant to the addendum will result in disqualification of the Vendor's proposal. The addendum shall be posted to the Kentucky State University Web site at <https://www.kysu.edu/finance-and-administration/purchasing/bid-opportunities.php>

10.6 Notification of Award

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. Kentucky State University follows KRS Chapter 45A of the Kentucky Model Procurement Code which provides the regulatory framework for procurement of services.

All applicable statutes, regulations, policies and requirements shall become a part of an award as well as any Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky State University's Web site at <https://kysu.edu/administration-governance/finance-business/purchasing/>.

It is the Vendor's responsibility to review this information in a timely fashion. No other notification of the results of an award of contract will be provided.

10.7 Estimated Schedule of RFP Activities

The following schedule presents the anticipated schedule for major activities associated with the RFP distribution and proposal submission. The University reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Schedule of RFP Activities

Release of RFP	March 18, 2025
Optional Site Visit 2:00PM	April 4, 2025
Vendor Written Questions due by 12:00 PM EST	March 31, 2025

• (SUBMIT QUESTIONS ON ATTACHMENT B - VENDORS' QUESTION FORM	
Kentucky State University's Response to Vendor Written Questions	April 8, 2025
Proposals due by 3:00 PM EDT.	April 23, 2025
All bids shall be time stamped by the Kentucky State University Purchasing Department no later than the due date and time defined in this Solicitation. In person or courier delivered bids in response to this Solicitation shall be delivered to Fran Pinkston, Kentucky State University .	
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

20.1 Background and Current Business Need

Kentucky State University is a public, comprehensive, historically black land-grant University serving approximately 2,300 full-time and part-time students from around the world. The University is located at 400 East Main Street Frankfort, Kentucky. The University's 914-acre campus includes a 204-acre agricultural research farm and a 306-acre environmental education center.

The University's vision is to prepare today's students as global citizens, lifelong learners and problem solvers. Additional information about the University including the 2016-2021 Strategic Initiatives is available at <https://www.kysu.edu/search/index.php?query=strategic+plan>

The Kentucky State Board of Regents is the governing body of Kentucky State University. The Board consists of eleven (11) members, including a staff representative, a student representative, faculty representative and eight (8) Governor-appointed members. The Student Government Association (SGA) President serves as the Student Regent for one academic year and is replaced by his/her successor. More information about the Board of Regents is available at <https://www.kysu.edu/board-of-regents/index.php>

Dr. Koffi C. Akakpo currently serves as president of Kentucky State University.

The University's fiscal year begins on July 1 and ends on June 30. The accounting and financial reporting functions of the University utilize Ellucian Banner as the current financial management system and are centralized under the Finance and Administration Office. More information about current financial status is available at <http://cpe.ky.gov/data/reports/ksufinancialassessment.pdf>.

The University Bookstore is housed within the Carl. M. Hill Student Center and consists of approximately 6,100 Square feet of retail space for the sale of merchandise, apparel and various sundries.

Kentucky State University currently has an outside vendor operating the existing campus Bookstore including textbooks (e-books new, used, custom), general merchandise including apparel and insignia, food and beverages, and trade books. The University strongly believes in collaborative partnerships with all contracted firms. The services provided at the bookstore reflect upon the University as well as the selected operating firm. As a result, the selected firm shall operate the online bookstore in a manner that presents a visible representation of the academic quality and image of the University, while ensuring the availability and affordability of course materials, which are critical to the overall operation.

Kentucky State University Bookstore's range of services has evolved over the years. It is the goal of the University to review the open market to benchmark our current services with a range of options in order to determine the best solution for the institution. Any competing products and service models should at least match the current level of services to the campus and community.

Kentucky State University Bookstore current scope of operations includes:

- Textbooks sales including e-books, new, used, custom, and in-store textbook rentals. Textbooks are primarily e-books with very limited hard-copy.
- Textbook pricing and buyback
- General Merchandise including: school insignia and apparel, convenience items (health and beauty aids, and over the counter medicines), school supplies, trade books, and other various gift items.
- Nursing Student Supplies
- Maintenance of online retail presence for much of apparel inventory.

The primary purpose of the bookstore is to supply the University with the requested course materials to foster the pursuit of student success at the University. A significant opportunity for the bookstore is to increase the number of items to be offered to students in addition to textbooks.

Further, in the face of a rapidly changing marketplace, the University expects the selected firm to provide a college online store experience that taps into emerging course material delivery systems, such as inclusive access and textbook delivery as a component of course fees that offer the best possible cost scenarios for Kentucky State University students. The University also desires an easily navigable faculty adoption process offering turnkey best practice suggestions and easily identifiable lowest cost course material suggestions.

It is expected that the selected firm will provide strong communication and customer relations between the store staff and the University community. The firm shall offer a full range of merchandise and services expected from an academic online bookstore,

including providing, on a timely basis, sufficient quantities of textbooks, special orders, specified editions (new, used, rental, and e-texts), and related supplies and academic materials.

The University expects the firm shall become involved in the academic, cultural, and social environment of the University and take advantage of opportunities to offer special merchandising.

The University is committed to providing exemplary customer service and expects the selected firm to provide prompt and timely responses to customers. Customers with special orders shall be assisted within 24 hours and all customer service complaints shall be investigated and resolved as soon as possible. The firms shall provide a monthly report of customer complaints and resolutions to the University and shall immediately notify the Executive Vice President of Finance & Administration of any complaints that may escalate to the attention of the upper administration of the University.

PRIOR SALES DATA

Total Sales per year

FY2025	1,112,897.46 (Exclusive of Maymester)
FY2024	1,158,954.61
FY2023	1,200,000.00 (Actual Number not available)
FY2022	1,292,967.88
FY2021	1,393,035.96
FY2020	1,239,350.94

Currently students are charged \$37.00/credit hour for all needed course materials.

SECTION 30 – PROCUREMENT REQUIREMENTS

30.1 Contract Components and Order of Precedence

The University’s acceptance of the Vendor’s offer in response to the solicitation, indicated by the issuance of a contract award by Kentucky State University, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies;
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation;
7. The Contractor’s proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

30.2 Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

30.3 Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

30.4 Type of Contract

The contract proposed in response to this solicitation shall be on the basis of a guaranteed minimum to the University plus a percentage commission of gross sales. This solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

30.5 Governing Law

This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Kentucky, and any claim relating to this solicitation or resulting contract brought by the Vendor shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

30.6 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of a contract resulting from this solicitation, the University and Vendor agree to pay their own respective expenses of such action, including attorney's fees and costs at all stages as set by the court or hearing officer.

30.7 Contract Usage

As a result of this RFP, the contractual agreement with the selected Vendor will in no way obligate Kentucky State University to purchase any services or equipment under this contract. The University agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the University.

30.8 Addition or Deletion of Items or Services

The University reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Vendor. Until such time as the Vendor receives a contract modification, the Vendor shall not accept delivery orders referencing products or services not in scope of the contract.

30.9 Changes and Modifications to the Contract

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the University, and incorporated as a written amendment to the contract prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract. If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the University Buyer for consideration and decision.

30.10 Changes in Contract Scope

The University may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the University.

30.11 Contract Conformance

If the University Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The University shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

30.12 Assignment

The contract shall not be assigned in whole or in part without the prior written consent of the University Buyer. No portion of work shall be subcontracted without the prior written consent of the University.

30.13 Payment

The University will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454. Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

30.14 Contractor Cooperation in Related Efforts

The University may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and University employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by University employees.

30.15 Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the

contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

30.16 Kentucky State University Property

The contractor shall be responsible for the proper custody and care of any University-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the University for its loss or damage, normal wear and tear excepted.

30.17 Confidentiality of Contract Terms

The Vendor and the University agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to State and Federal public information disclosure laws. Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes. The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

30.18 Confidential Information

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the University, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the University in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the University has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in 15 libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

30.20 Patent or Copyright Infringement

The Vendor shall report to the University promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge. The University agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding. If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or

does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the University's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the University to continue the use of such equipment, materials, and information. The University agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the University on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the University under this agreement. The contractor agrees to pay any final judgment entered against the University on such issue in any suit or proceeding defended by the contractor. If principles of governmental or public law are involved, the University may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent. The contractor shall have no liability for any infringement based upon:

- A. The combination of such product or part with any other product or part not furnished to the University by the contractor;
- B. The modification of such product or part unless such modification was made by the contractor;
- C. The use of such product or part in a manner for which it was not designed.

30.21 Permits and Licenses

The Vendor shall, at its own expense, procure all necessary permits, licenses and registrations and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

30.22 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<https://finance.ky.gov/office-of-the-secretary/office-of-equal-employment-opportunity-contract-compliance/Pages/default.aspx>

30.23 Provisions for Termination of the Contract

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

30.24 Bankruptcy

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the University's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the University for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

30.25 Conformance with Commonwealth & Federal Laws/Regulations

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the University on the contract, including but not limited to, actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

30.26 Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

30.27 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that Kentucky State University, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

30.28 Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the University relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed. In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the University who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

30.29 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal or cancel the resulting contract without liability.

30.30 Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. Kentucky State University will not disclose any portions of the proposals prior to Contract Award to anyone outside the University. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the University recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the University must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur. Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formula, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare in the Transmittal Letter [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

30.31 Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

30.32 Limitation of Liability

The liability of the University related to contractual damages is set forth in KRS 45A.245.

SECTION 40 – SCOPE OF WORK

40.1 Term of Contract and Renewal Options

Upon vendor selection and contract award, the University shall issue a Purchase Order Contract for a term beginning upon award, anticipated May, 2025 for a three-year period terminating June 30, 2028 with the option of two (2) additional two (2) year terms.

40.2 OVERVIEW

The vendor shall be required to:

1. Work harmoniously with students, faculty and staff in the continuous development and maintenance of Bookstore services for the campus community by incorporating formal and informal methods of evaluating student/staff satisfaction. Formal evaluations to occur no less than after each semester.

2. Partner with University faculty to adhere to the University's textbook requirements for each semester (including summer sessions) within an agreed upon timetable for delivery prior to the beginning of the academic session. The Vendor should describe the system for textbook adoptions and how it can be used to facilitate sharing textbook adoptions to the local competitor(s).
 - a. Course materials (print and/or digital)
 - Methods of delivery
 - Current textbook options
 - Real-time stock availability for all course materials, estimated delivery time, customer support information
 - i. Regular monthly status reports sent to academic administrators and business office regarding book ordering, availability and status of delivery throughout the year
 - ii. Timely communication with faculty and department leaders for confirming orders and extenuating circumstances such as unavailable/delayed course materials
 - b. Course material affordability
 - i. Standard markup rate
 - ii. Efforts to negotiate with publishers
 - iii. Links to current bookstores operated by Vendor to evaluate prices
3. Utilize environmentally friendly practices in its operation of the Bookstore and abide by University environmental/sustainability practices.
4. Provide merchandise and retailing services that meet the needs of the campus community including emblematic merchandise, miscellaneous graduation supplies, and nursing and medical sciences lab coats and scrubs
5. Maximize financial return to Kentucky State University
6. Provide variety of payment options, including supporting the University's Transact and Banner systems
7. Provide a detailed transition plan complete with dates, responsible parties, and description of items to be achieved to ensure a smooth transition
8. To become involved in the academic, cultural, and social environment of KSU, taking advantage of opportunities to offer special merchandise and other assistance based upon KSU's ongoing and unique activities. An example of such an activity is commencement.

The Vendor shall be required to operate the University Bookstore on a 12-month basis, taking into account University holidays following the University calendar.

Regular Hours of Operation

Monday-Friday 8:30 am – 5:00pm

Saturday 11:00am – 3:00pm

Sunday Closed

The University reserves the right to establish specialty hours for admissions, alumni or athletic events, or other dates as necessary. The University also reserves the right, after consultation with the Vendor, to establish or change the service hours, plans or other methods of operation of the Bookstore.

40.3 COURSE MATERIALS, TEXTBOOKS & BRANDED APPAREL AND ACCESSORIES

The Vendor shall operate according to the following course material ordering policies:

- a. Vendor will develop a timeline with faculty for ordering course materials to ensure prompt delivery in advance of course start date.
- b. Vendor will provide an efficient method for faculty to order course materials ensuring their request has been received and will be fulfilled. They will also communicate with points of contacts for courses without assigned professors.
- c. Vendor must inform faculty as soon as possible but no later than 10 days prior to course start if required course materials are not available and will assist faculty with substitutions prior to course start.
- d. Course materials also include nursing pins, nursing and medical sciences scrubs and lab coats.
- e. The bookstore shall provide access to data generated under this contract, such as textbook adoption data, to the University at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the bookstore's reports.

The Vendor shall include but not be limited to the following pricing policies:

1. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
2. A Textbook Pricing Policy must be created by the Vendor and approved by the Director of Auxiliary Services and CFO.

3. All other merchandise shall be marked up to reflect a normal gross profit margin for the University bookstore industry or as pre-priced not to exceed suggested retail value.
4. **For physical books**, Vendor will describe the used book program it plans for the University. A copy of this program will be included in the proposal. Vendors are notified that books not required for the following semester will be purchased from students at the highest possible wholesale price. The University expects that a minimum of 35% of textbook sales each year will be used books. If this ratio falls below 20%, the University may choose not to renew the contract.
5. Vendor shall describe their textbook rental program, if any, to be provided to University students.
6. The Vendor shall strive to carry a selection of works from local authors of interest as well as publications by KSU faculty.
7. The Vendor will market and sell all new textbooks and all other merchandise at prices competitive in the local area. The University reserves and shall have the right to examine the Vendor's records to confirm the pricing comparison of selected items with nearby competitors at least once a year.
8. The University reserves the right to prohibit sale of any item or items from the University Bookstore. The Vendor agrees to sell products by the University's preferred vendor.
9. The Vendor will be allowed to sell and market only those items/ products that are approved in advance by the Director of Auxiliary Services/CFO and approved through the University's licensing partner.
10. Vendor to provide discount available to all Faculty and Staff on non-textbook purchases. Any discount on sales for an individual or group, other than as provided in this RFP or as offered to all customers in the normal course of business, must be approved in advance by the Director of Auxiliary Services/CFO.
11. The Vendor will purchase Bookstore inventory subject to the following conditions:
 1. **Course Materials Program Requirements**
 - a. The vendor shall provide comprehensive course materials services and shall work closely with the University to support all Academic Programs. Kentucky State University Faculty shall have academic freedom in their selection of course materials, and the contractor shall provide all adopted course materials on a timely basis.
 - b. Vendor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER course materials,

inclusive access course materials, course packs, software, and materials published or distributed electronically.

c. The Vendor, working with Kentucky State Faculty, shall make every effort to obtain early course materials adoption commitments. The Vendor shall provide timely reports to faculty members concerning the status of their adoptions.

2. **New Textbooks**

a. Vendor will purchase new textbooks adopted for the next academic term in quantities not exceeding course requirements at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and not returnable to the publisher will be charged back to School.

b. Vendor will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

3. **Used Textbooks**

a. Vendor will purchase used textbooks adopted for the next academic term in quantities not exceeding course requirements at 50% of the current new text selling price. Used textbooks purchased that are not utilized in the next academic term and not returnable to the wholesaler will be charged back to School.

b. Vendor will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

c. Vendor shall accept returns in accordance with the following policies:

- Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.
- Textbooks in resalable condition may be refunded with receipt within seven calendar days from start of classes or within two days of purchase thereafter, including during summer term.
- Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
- Computer software may be returned if it is unopened and shrink-wrapped.
- In addition, upon proof of drop/add, vendor would accept textbook returns from students who have dropped a course up to thirty days from the start of classes or until the end of the official drop/add period, whichever comes first.

2.. **Trade, Reference and Technical Books (“Trade Books”)**

a. Vendor will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.

- b. Vendor will purchase Trade Books not meeting these requirements at a price agreeable to University and the Vendor.

3. Open Educational Resources

- a. The vendor shall provide OER course materials to support academic programs as needed/required and will accommodate the adoption of OER as requested by Kentucky State University faculty.
- b. KSU and its employees retain the unrestricted right to access, adopt, revise, remix, retain, redistribute, and otherwise use open educational resources (OER) for their course materials. Should a faculty member adopt OER from a company that provides print-on-demand services, this will not be found to be in conflict with any other section of this contract.
- c. KSU and its employees retain the right to privacy and academic freedom in the online learning management system as well as grounded classrooms. Employees have the right to share information with students about affordable textbook purchasing options beyond just the College Bookstore. University employees have an unrestricted right to share digital course materials with students, including OER, online library materials, materials published in the LMS, and digital materials freely available on the Internet.
- d. The bookstore may not use its data analytics, direct outreach, or other survey methods to market paid services to faculty using OER. Should the bookstore offer OER-based courseware or products for purchase, the bookstore may not attempt to persuade faculty using free OER to adopt these paid OER-based products.

40.4 GENERAL MERCHANDISE & MARKETING STRATEGIES

1. General Merchandise

- a. Vendor will purchase general merchandise that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.
- b. Vendor will purchase general merchandise not meeting these requirements at a price agreeable to the University and the Vendor

* Payment will be made after completion of inventory audit and delivered to prior vendor at a mutually agreed upon time.

2. The Vendor shall develop a yearly Marketing Plan in conjunction with and approved by the University's Marketing and Communications team. The Vendor shall

bear all costs associated with the design, development, and printing of promotions, brochures, banners, newsletters, advertisements, and other materials.

3. The Vendor shall provide special promotions frequently throughout each year of the contract, and will be expected to support Commencement, Homecoming, Orientation, Family & Alumni events such as Fall Festival Weekend and Reunion, Selected Athletic Game Days, and other on-campus events and programs.

4. The Vendor shall provide in the Proposal examples of the promotions that may be provided during the academic year.

5. The Vendor shall develop a dynamic and professional website which allows for online purchases. The proposal should contain examples of website capabilities.

6. The website must allow students the option of purchasing textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with Kentucky State University receiving credit for the sale. The website should also be used as a means to market Kentucky State University licensed merchandise to students, alumni, parents, prospective students, and others.

7. The vendor must work with the University's Marketing & Communications office and the University's licensing agency to ensure all logoed apparel and materials obtains University approval and proper licensing rights.

8. The bookstore is a primary source of merchandise for reflecting and inspiring school spirit the potential vendor will outline of how they will manage/maintain/continually refresh the range of products for students, families, alumni, employees, etc. Variety and quality of products offered that is KSU branded.

40.5 PERSONNEL

1. Training. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure that ongoing staff developmental needs are met. The Vendor shall establish a dress code which will prohibit employees from wearing any apparel or accessories from other universities.

2. Adequacy. Vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Vendor, who shall be solely responsible for the payment of their wages and benefits.

3. Current Employees. Current Bookstore employees are to be afforded the greatest level of personal and professional courtesy possible. All current employees working in the University Bookstore in good standing should be interviewed and considered by the Vendor for continued employment.

4. Student Employees - provide employment opportunities for KSU students at wage rates consistent with KSU's student employment rates.
5. Employee Policies. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore must be available for review by the University.
6. Equal Opportunity and Affirmative Action. The University is committed to Equal Opportunity and Affirmative Action. The successful Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual identity, sexual preference, age, physical ability, or marital status.
7. Managers. Kentucky State may participate in the interview and evaluation of the bookstore manager should the need arise to fill the position. The bookstore's selection of store manager is subject to Kentucky State's approval.
8. Manager Replacement. The University reserves the right to request replacement of the Bookstore Manager for good cause as determined by the University, or for actions considered to be not in the best interests of the University. Such actions will be taken only after consultation with Contract Administrators.
9. Conduct. Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the University.
10. Employees must be trained in the Universities or the Vendors identity theft prevention plan. Records of training must be provided to the University.

40.6 FACILITY, EQUIPMENT & TECHNOLOGY REQUIREMENTS

1. The Vendor will ensure that the premises and equipment in the performance of this contract will comply with all the applicable building, sanitation, safety and health laws, ordinances, rules and regulations, including the federal Occupational Safety and Health Act of 1970 or applicable state act and the standards promulgated thereunder. The Vendor shall take reasonable and proper care of University facilities and grounds.
2. Special care should be taken to prevent damage to any part of buildings and equipment. The vendor will be required to keep facilities and equipment used by the Vendor in proper condition and replace all loss, damage, and breakage due to negligence of the Vendor's employees and, at the expiration of the Contract, must surrender same to the University in as good a condition as said facilities and equipment were at the commencement of the agreement, ordinary wear and tear or damage by act of God excepted.

3. The Vendor shall be responsible for the repair or replacement cost of any damage to University property or personal property on University premises caused by the Vendor's employees.

The Vendor is responsible for reporting, in writing within seventy-two (72) hours on the occurrence, damage to University property or personal property on University premises. Failure to make a report to the Director of Auxiliary Services/CFO or designee of the occurrence, within the specified time, may be cause for termination of this contract.

The Vendor is responsible for reimbursing the University for the loss of any assets which can be attributed to access by Vendor's employee.

4. No University-owned equipment shall be removed from the premises for any purpose other than repair, except by the University with the prior approval of the Director of Auxiliary Services/CFO. Such equipment remains the property of the University and will be removed and disposed of in accordance with established University procedures.

5. Throughout the contract period, or any extension thereof, the Vendor shall be responsible for the maintenance, adjustment, and repair of any University-owned equipment furnished for the Vendor's use.

6. The University will provide all necessary facilities for the use of the Vendor.

7. The University shall provide at its expense all necessary utilities which include fuel for the operation of the heat plant, electricity, water and sewage; security service (not to include alarm system and monitoring of that system) and pest control. The Vendor agrees to keep energy consumption at a minimum and will comply with energy conservation practices and measures announced by the University.

8. The Vendor shall provide all office equipment such as computers, point of sale systems, which the Vendor requires in the efficient conduct of business.

9. Must integrate with Ellucian Banner ERP

- o Student voucher charges must feed into Banner tables, at least one a day. Would prefer more often
- o Prefer student course registration information pre-populates student cart with required textbook and course materials

10. The University Vendor's employees shall be required to obtain a parking permit at their own or vendor's expense. The Vendor's employees must park in the area designated by the University and will be issued a special parking permit for this area.

11. Any alterations or repairs to the Bookstore facilities must be coordinated through the University's facilities department. All requests for alterations must be approved in advance by the Director of Auxiliary Services/CFO. Normal maintenance and repairs created from normal wear and tear will be paid by the University. Improvements desired and/or repair caused by carelessness or negligence shall be paid by the Vendor.
12. The Vendor's supply deliveries must be made to the University Bookstore's designated receiving area and may be delivered only during normal delivery hours.
13. The Vendor shall honor all vending, food service and pouring rights contracts in place by the University and offer products only not in competition with those agreements..
14. Any improvements to the Bookstore facilities shall become property of the University at the end of the contract. All moveable capital equipment purchased by the vendor will remain the property of the vendor.
15. University facilities and security personnel will have access to the Bookstore at reasonable and necessary times as needed.
16. The Vendor must provide a detailed description of the website/e-commerce capabilities, including but not limited to system integration, tender types accepted, and description of the user experience.
17. The Vendor must describe all compliance measurements to protect student data (i.e., PCI, FERPA).
18. The Vendor must describe the specific technology initiatives the company will implement to enhance the student experience, such as online reservation, digital initiatives, etc.
19. The Vendor must provide a detailed description of the technologies used to support on premise transactional sales and the means of integration to the University's existing ID program.
20. The Vendor must describe technologies used to facilitate the import of course and faculty data from the University's Student Information System into its inventory system and any other means of integration to the University's ERP.
21. The Vendor must assume technical support for their equipment. University technical services will not support non-University property.
22. The University will provide a connection to the University network and or provide an external connection to the internet for Vendor's connectivity.

40.7 SECURITY & SAFETY

1. The Vendor is responsible for training employees in the security requirements for the University and is responsible for enforcing the security rules as they apply to all employees.
2. All keys and/or card access to the building will be furnished by the Director of Safety and Security to the Vendor's designated representative. All keys remain the property of the Kentucky State University and shall not be duplicated by the Vendor or its employees. The vendor must complete key issuance forms and follow all applicable guidelines.
3. The University reserves the right to require the vendor to obtain criminal history checks on any or all of the Vendor's employees. The proposal should state normal hiring procedures.
4. Should any employee of the Vendor lose assigned keys, the Vendor will be charged for all associated costs required to re-key the buildings in its entirety, or any area controlled by the lost keys. The University reserves the right to select the locks and locksmith for re-keying the facility and the Vendor shall assess the cost.
5. The Vendor will turn off all applicable interior and exterior lights. Windows will be kept closed and locked in air-conditioned buildings, and lights turned off in unoccupied rooms.
6. The Vendor will ensure that its employees do not bring any guns, knives, or other dangerous weapons on the University premises.
7. No illegal drugs or other prohibited substances are allowed on University premises. Alcohol consumption or possession is not allowed on public University premises. Smoking is allowed only in designated spaces. The vendor will adhere to drug free workplace requirements.
8. The Vendor shall ensure that its employees follow all University fire, safety, and security procedures.
9. The Vendor must provide documentation to demonstrate that all its employees understand procedures for handling biological hazards, if applicable.
10. The Vendor shall ensure that proper personal safety equipment is used by all its employees when required. This includes but is not limited to gloves, goggles, shoes, and back braces. The vendor shall provide these.

40.8 FINANCIAL TERMS AND CONDITIONS

1. Capital Improvements: Proposals should include any capital improvements vendors are willing to make. Visual renderings should be included as part of the proposal.

2. Cash Incentive: Proposals should include any cash incentives, scholarships, or signing bonuses payable to the University, if applicable.
3. The Vendor shall propose a guaranteed minimum income to the University. In addition, a percentage commission or gross sales in excess of a specified amount will be proposed by the Vendor. Vendors are encouraged to propose additional financial/ facilities considerations to the University as a part of the RFP. The proposal will also include how the vendor will keep the bookstore operations current with new trends and technology. If the contract is extended after the first three years the vendor shall state additional improvements or financial incentives.
4. The Vendor agrees to keep accurate and correct records of all transactions of all monies it receives in connection with the operation of the University Bookstore and make available to the University or its agent the Vendor's books of account, all invoice expenses to the operator, and other records of any responsible time for the purpose of auditing periodic statements to be rendered by the Vendor to the University as requested and to credit the University for all trade, cash, an quantity discounts and advertising allowances where taken. Such records shall be retained and available for five years. Also, the Vendor's purchasing department shall make available to the University upon request all national and local negotiated price information.
5. Monthly statements of gross sales for all operations, with conformity to the Vendor's accounting procedures, shall be provided to the Director of Auxiliary Services/CFO. The above indicated report shall be provided within 10 days after the close of each month. Vendor shall state in writing how sales are to be verified to the University.
6. Used books purchased from customers of resale to a wholesale book company should be accounted for as a separate line item. Revenues/credits received for these books will include the purchase price and commission received.
7. AUDIT: The Vendor hereby agrees to retain all books, records, and other documents relative to the contract for Eight (8) years after final payment. The University, its authorized agents, shall have full access to and the right to examine any of said materials during said period. The vendor will provide annual audited financial statements within 60 days of issuance.
8. The vendor is expected to pay all bills and invoices in a timely manner.
9. Provide a 5-year financial projection based on historical sales, enrollment projections, and your company's specific strategies to increase foot traffic and market share in the store. If projecting increases, address specific evidence as to how you will achieve this increase.
10. Right to negotiate proposals. The University reserves the right to negotiate any price or provision, accept any part or all of any Proposals, and to reject any and all, or parts of

any and all Proposals, whenever, in the sole opinion of the University, such action shall serve the best interests of the University.

SECTION 50 – PROPOSAL SUBMISSION

50.1 Disposition of Proposals

All proposals become the property of Kentucky State University. The successful proposal shall be incorporated into the resulting contract by reference.

50.2 Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Buyer.

50.3 Submission of RFP Response

Each qualified Vendor shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

Affidavit

The Vendor should complete and sign the Affidavit included as Attachment A of this solicitation. An authorized representative of the vendor **shall sign** where indicated on the Affidavit. **If the Affidavit is not signed the proposal shall be deemed non-responsive.**

Acknowledgement of Addenda

Any Addenda or instructions issued by the Buyer prior to the proposal deadline shall become a part of this RFP. No instructions or changes shall be binding unless documented by a properly issued addendum. It is the Vendor's responsibility to check the web site for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the Affidavit as indicated above constitutes the Vendor's acknowledgement of and agreement to be bound by the terms of all addenda issued.

Proposal Packaging and Submission Address

Proposals shall be submitted in three (3) parts: The **Technical Proposal** the **Cost Proposal** and the **Proprietary Information**.

- **The Technical Proposal:** The Vendor should include one (1) original paper copy of the technical proposal, clearly marked as the original. The bidder should submit one (1) thumb/flash drive having an exact copy of the original as a .pdf included. The copy requested is necessary in the evaluation of the bid proposal. Bid proposals shall not include embedded documents or hyperlinks to external content. **DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.**
- **The Cost Proposal:** The Vendor should submit one (1) original paper copy of the cost proposal, clearly marked as the original. Pricing shall only be provided in the Cost Proposal. All costs shall be in compliance with the Kentucky General Assembly, Government Contract Review Committee policy

- Proprietary Information: The Vendor should submit one (1) original copy of the proprietary information and one (1) thumb/flash drive having an exact copy of the original as a .pdf included. The copy requested is necessary in the evaluation of the bid proposal. Bid proposals shall not include embedded documents or hyperlinks to external content.

E-mailed Proposals shall not be accepted.

Proposals shall be submitted to:

**Kentucky State University
Attn: Fran Pinkston
Academic Services Building (ASB), Suite 429
400 East Main Street
Frankfort, KY 40601**

Proposals shall be submitted by the RFP Closing Date and Time (both are identified on the cover page of this RFP). Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

**ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME
SHALL BE REJECTED.**

The outside cover of the package containing the original and copies of the technical proposal and proprietary information shall be marked:

**UNIVERSITY BOOKSTORE OPERATIONS
RFP 25-06
TECHNICAL PROPOSAL
Name of Vendor
April 23, 2025 3:00 pm**

The outside cover of the package containing the cost proposal shall be marked:

**UNIVERSITY BOOKSTORE OPERATIONS
RFP 25-06
COST PROPOSAL
Name of Vendor
April 23, 2025 3:00 pm**

All proposals must be received no later than the closing date and time listed on the cover page of this RFP. All submitted Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

50.4 Evaluation of Proposals

Right to Reject/Waiver of Minor Irregularities

Kentucky State University reserves the right at its discretion to reject any and all offers. The University also reserves the right at its discretion to waive informalities and minor irregularities in offers received.

Clarification of Proposals

Kentucky State University reserves the right at its discretion to request additional information as may reasonably be required for selection and to reject any proposals for failure to provide additional information on a timely basis.

Evaluation Process

The following approach and criteria will be used to evaluate proposals:

Technical Proposal – 900 points

Part 1 – Background Information – 50 points maximum

Provide a general description of your company, how the company was started, and plans for the future development of the company.

- If publicly held, provide an annual report and 10-K for the last full fiscal year. If privately held, audited financial statements (to include a detailed balance sheet) and/or income tax statements for the past two fiscal years.
- Provide a listing of and resumes for all principal officers and key executives. National companies must submit the same information for their principal operating officers as well as all regional/district executives and management personnel that shall be assigned to manage or support this account.
- Provide a listing of all 1) comparable or representative accounts within the United States. Please include the length of time at each campus along with name(s), telephone number(s) and e-mail addresses for those persons most knowledgeable about your performance. Please feel free to include a brief explanation as to why you believe you were awarded the account.
- Provide a list of all college/university bookstores your company has lost in the last three years along with a contact name, telephone number and e-mail address for those persons most knowledgeable about your performance. Please feel free to include a brief explanation of why you believe you lost the account (i.e., low bid process, change in administration, etc.). Also, please provide any written rationale for the loss provided by the applicable college/university. Provide a summary of how the transition was managed.
- Describe past similar examples where your company has operated a university bookstore where the assigned employees are university employees.

Part 2 – KSU Bookstore Plan – 300 points maximum

Provide a detailed description of your company's plan of the KSU Bookstore. Provide specific plans for:

- Capital development.
- Signage/image of the bookstore
- Layout
- Type of merchandise that will be sold.
- Types of student activities that will be provided.
- Hours of operation (prefer extended hours)

Part 3 – Course Book and Supplies Ordering Process – 200 points maximum

Describe the following ordering process of course books and supplies.

- Describe the process that would be used for faculty to order course books or course related supplies.
- Describe computer/web applications used to submit orders.
- Provide a typical estimate from time of order to availability in bookstore.
- Provide an academic calendar that shows all critical time requirements for providing course books or supplies.
- Describe the process for faculty to submit course packets for production and availability in the bookstore.
- Describe the order processing and delivery of how emergency late textbook adoptions will be handled.
- Describe the process for handling books ordered for classes that are canceled and the process for handling books ordered by faculty who change their mind after submitting a textbook requisition and want to use a different book.
- Describe the process for faculty and students to order graduation regalia and accessories. Provide pricing strategies and a typical five (5) year history of price increases at three (3) colleges/universities where you currently operate.

Part 4 – Communication Plan – 50 points maximum

Submit a communications plan that, at a minimum, details the following:

- District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon, and what follow-up KSU can expect from such a visit.
- Type of ongoing written communication that KSU will receive from the Proposer's site, district, regional, and corporate offices. Include frequency, topics, and other pertinent explanatory data.
- Type and level of operational and financial results and related analysis detail that KSU can expect to receive and utilize as a management tool, as well as ad hoc reports as requested by KSU. Proposers should be candid as to the level of detail that will be provided relative to full disclosure on all costs associated with the contract.
- Methods you will utilize to ensure customer satisfaction with the bookstore services provided.
- Marketing strategies and promotions to both internal and external stakeholders.

Part 5 – Transition Plan – 50 points maximum

Provide a detailed transition plan. Specifically describe proposed start and completion dates. Describe the types and estimated amount of time from KSU staff that will be required

Part 6 – Personnel, Policies and Training – 50 points maximum

- Provide a staffing plan for the bookstore.
- Provide a description of your company's personnel policies including benefits and expectations.
- Provide a description of educational or training programs for managers, supervisors, and employees

Part 7 – Merchandise Policies, Programs and Procedures –50 points maximum

Describe your company's policies, pricing, programs, or procedures proposed for use in the operation of the bookstore in the areas listed below. It is a KSU priority that students can purchase books in the most economic manner possible. Be specific with pricing policies for book buy-back, discounts, new and used book pricing, and general merchandise.

- Buy-backs
- Refunds.
- Faculty/staff discounts or incentives.

- Process/procedure for departments and student clubs purchasing merchandise.
- Student discounts or incentives
- Donations to support student organizations, departments, campus events and others interested in KSU.
- Special orders - e.g., customer requests, rings, etc.
- Process and procedure for Veterans and other students who have third parties paying for textbooks and supplies.
- Maintenance of all required course books in stock
- Methods for collecting faculty requisitions (securing titles, publishers, and quantities from KSU faculty).
- New categories of merchandise, if any, to be added for sale.
- Pricing (including markup on cost and margins for all categories of merchandise sold).
- General book selections
- Access and supply of wholesale used books.
- Purchase terms and conditions of KSU inventory.
- New technology- e.g., Computers, laptops, tablets, software, book rentals, course packs, print on. demand. Also describe other technological changes that may occur over the term of the contract.
- Policies regarding intellectual property ownership of faculty publications.

Part 8 – Internal Systems – 100 points maximum

Provide a description of internal system of your company for:

- Inventory controls for textbooks, trade books, and general merchandise.
- Recording, checking, and reporting sales.
- Control of cash and refunds.
- Process for allowing students to charge textbooks to their KSU student account, collections, and bad debt write off/reserve.

- Internal audit.

Part 9 – Additional Information – 50 points maximum

Provide any additional information on your company, vision for the bookstore, or other pertinent information for consideration by KSU. If your company provides additional services as described in of the Scope of Work, please provide information on how the service would be performed and the associated cost of the service.

Part 10 – Cost Proposal – 600 points maximum

Proposal shall state the financial return to the University in the form of guaranteed minimum to the University, commission paid to the University, capital investments and other support such as marketing and scholarships as detailed in section 40.8.

Supplemental information to the cost form shall include:

- Cash Incentives – Signing Bonus
- Scholarship Commitment
- Guaranteed Minimum to the University
- Percentage Commission on Gross Sales
- Capital Investment

Proposal shall detail textbook cost containment strategies.

50.5 Format of Technical Proposal

The Technical Proposal should be arranged and labeled in the manner set forth below:

1. Page Numbering: The technical proposal should include page numbers.
2. Transmittal Letter
A transmittal letter shall be submitted on the Vendor's letterhead, and signed by an agent authorized to bind the Vendor. The Transmittal letter shall include the following:
 - A statement that deviations are included, if applicable.
 - A statement that proprietary information is included, if applicable.
 - A statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
 - A sworn statement that, pursuant to KRS 11A.040, that Vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics.
 - A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Vendor or with any competitor.
 - A statement affirming that the Vendor is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.

- The name, address, telephone number and email address of the person to serve as the primary point of contact for communication related to this Solicitation on behalf of the Vendor.
 - The name, address, telephone number, and email address of the contact person to service as a point of contact for day-to-day operations.
 - Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.
3. Completed and Signed Affidavit and Addenda.
 4. Response to the Technical Portion of the RFP - The Vendor should provide a detailed response to the technical requirements outlined Section 50.4, Format and Submission of Proposals, Part 1 through Part 9

50.6 Format of Cost Proposal

FINANCIAL PROPOSAL AND PROFORMA STATEMENTS

- Financial Proposal: Provide a financial proposal detailed in 50.4 Part 10. The proposal should assume no significant investment in facilities from KSU.
- Guaranteed Return to the University – 400 Points Maximum
- Textbook Cost Containment Strategies – 100 Points Maximum
- Other Incentives: Describe any other incentives/considerations that will be provided to the university. – 100 Points Maximum

The Vendor shall submit cost using the Cost Proposal Form (See Attachment C). Cost proposals shall not be accepted unless it is submitted using the Cost Proposal Form.

The Cost Proposal must be submitted under separate cover from the Technical Proposal. Costs for developing the proposals are solely the responsibility of the Vendor.

Kentucky State University is exempt from paying sales or use taxes, except on those items and/or purchase transactions that are specifically exempted by law.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Vendor or with any competitor. In addition, the Vendor is prohibited from making multiple proposals in a different form.

SECTION 60 – PROPOSAL EVALUATION

60.1 Technical Proposal

Kentucky State University will evaluate the Vendor’s proposal based on the technical portion of the Evaluation Criteria. Each Vendor is responsible for submitting all relevant, factual and correct information with their proposal to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted as part of the proposal.

Criteria	Maximum Points Possible
Part 1 – Background Information	50
Part 2 – KSU Bookstore Plan	300
Part 3 – Course Book and Supplies Ordering Process	200
Part 4 – Communication Plan	50
Part 5 – Transition Plan	50
Part 6 – Personnel, Policies and Training	50
Part 7 - Merchandise Policies, Programs and Procedures	50
Part 8 – Internal Systems	100
Part 9 – Additional Information	50
Maximum Points Possible	900

Cost Proposal

Kentucky State University will evaluate the Vendor’s cost proposal based on the cost portion of the Evaluation Criteria.

Criteria	Maximum Points Possible
Guaranteed Return to the University	400
Textbook Cost Containment Strategy	100
Other Incentives	100
Maximum Points Possible	1500

Total

Criteria	Maximum Points Possible
Technical Proposal	900
Cost Proposal	600
Maximum Points Possible	1500

Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder

The scoring of cost is subject to reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410)

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. Kentucky State University reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

SECTION 70 – NEGOTIATIONS

Kentucky State University reserves the right pursuant KRS 45A.085 and 200 KAR 5:307 to negotiate a contract with the top ranked Vendor. In the event the University cannot reach agreement with the top-ranked Vendor, it may proceed to negotiate with the next highest ranked Vendor, and so on. Terms and conditions that may be negotiated at the sole discretion of the University include but are not limited to issues related to the Technical and/or Cost proposals.

Kentucky State University reserves the right at its discretion to request Best and Final Offer (BAFO) for technical and/or cost proposals. Vendors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Vendor will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

SECTION 80 – ATTACHMENTS

- Attachment A – Vendor Affidavit
- Attachment B – Vendor Question Form
- Attachment C – Cost Proposal Form