



**REQUEST FOR PROPOSALS
FOR
MANAGEMENT OF THE
BOOKSTORE / VIRTUAL COURSE MATERIALS STORE**

**RFP ISSUE DATE: November 27, 2018
PROPOSAL DUE DATE: January 15, 2019
ISSUED BY:**

**Mr. Wade Walker
Director of Business Services
Samford University
800 Lakeshore Drive
Birmingham, Alabama 35229**

Proposals received by 4:00 p.m. (Central Standard Time) Tuesday, January 15, 2019, will be considered. One (1) original, four (4) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

**Mr. Wade Walker
Director of Business Services
Samford University
800 Lakeshore Drive
Birmingham, Alabama 35229**

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In order to meet the needs of Samford University Students and the University community, this Request For Proposal (RFP) seeks creative Proposals to provide Bookstore / Virtual Course Materials Store services at Samford University.

Contractors are invited to submit Proposals for up to two of the following Options:

- **Option 1: Full-Service Bookstore**
- **Option 2: Virtual Course Materials Store**

In other words, contractors may elect to submit Proposals for one Option or both Options:

Contractors who are responding to both Options should focus on both Sections 5 and 6 of this RFP.

Contractors who are responding to one Option should focus on the Section that pertains to the Option they are responding to, as follows:

- Contractors who are responding to Option 1 should focus on Section 5 of this RFP.
- Contractors who are responding to Option 2 should focus on Section 6 of this RFP.

The University may award no contract, a single contract, or multiple contracts as a result of this RFP Process.

To simplify the review process for the Samford University Administration and the Bookstore Evaluation Committee, and to assist with making valid comparisons between the Proposals, the format for all Proposals must be consistent with the format outlined in the following Sections:

- Section 5, “Option 1: Full-Service Bookstore Store Program Requirements / Proposal Submittal Requirements.”
- Section 6, “Option 2: Virtual Course Materials Store Program Requirements / Proposal Submittal Requirements.”

In addition, the Financial Bid Forms (Sections 5R, and 6O) must be completed and signed by an authorized company representative.

In order to streamline Proposal responses, contractors responding to multiple Options are encouraged to cross-reference responses when appropriate.

SECTION 1: INSTRUCTIONS & TIMELINE

1.1 General Information

- a. Samford University invites your company to submit a Proposal for Management of the Samford University Bookstore and/or Virtual Course Materials Store.

The term will be for (5) years, beginning July 1, 2019, with the University's option to renew the contract for one-year renewal terms.

The Bookstore, as defined in this Request for Proposals (RFP), includes the following:

- Samford University Bookstore, located at 800 Lakeshore Drive in Birmingham, AL
- Samford University Bookstore Website (<https://www.bookstore.samford.edu>)

(Note: Throughout this RFP, the Bookstore, Course Materials Services, and the Bookstore Website are referred to, collectively, as the "Bookstore.")

- b. Your company's Proposal must remain in effect for a minimum period of one hundred fifty (150) days following the RFP opening date in order to allow for sufficient time for evaluation, approval, and issuance of award notice (if an award is made).
- c. Samford University reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.
- d. By submitting a Proposal, your company acknowledges complete understanding of, and willingness to comply with, all of the instructions, conditions, specifications, and requirements contained in this RFP.
- e. By submitting a Proposal, your company agrees that neither you nor any other agent or representative of your company will initiate any communications to promote or advertise your Proposal to any Samford University Staff or Faculty, or to any Samford University Board of Trustees or Board Members, except in the course of Samford University sponsored inquiries, briefings, interviews, or presentations.
- f. Signing and submitting a Proposal constitutes an offer to perform in accordance with the terms and specifications as stipulated herein.
- g. The University is not liable for any costs incurred by a bidder/proposer in responding to this RFP, including those for oral presentations, if applicable.

1.2 **Timeline**

The Timeline of key dates is as follows:

ACTION	DATE
RFP Issue Date	Tuesday, November 27, 2018
Contact Mr. Wade Walker, Director of Business Services to Confirm Receipt of the RFP and to Confirm Attendance at the Bidders Conference / Site Visit	No later than 4:00 p.m. CST Friday, November 30, 2018
Bidders Conference / Site Visit	Tuesday, December 11, 2018
Bidders Written Questions Due	No later than 4:00 p.m. CST Friday, December 14, 2018
Samford University Issues Responses to Written Questions	Thursday, December 20, 2018
Proposals Due	No later than 4:00 p.m. CST Tuesday, January 15, 2019
Review of Proposals by Samford University	January 2019 / February 2019
Presentations by Contractors	January / February 2019 (Date TBD)
Notice of Intent to Award Date	March 2019
Contract Negotiations	March 2019
Contract Signed	April 2019
Contract Commencement	July 1, 2019

Samford University reserves the right to revise the Timeline at its sole discretion.

1.3 **Bidders Conference / Site Visit**

- a. **The Bidders Conference/Site Visit will take place on Tuesday, December 11, 2018 at 10:00 a.m. CST, in the Academic Affairs Conference Room on the Samford University Campus, 800 Lakeshore Drive, Birmingham, AL.**
- b. **Contractors should confirm receipt of the RFP and attendance at the Bidders Conference/Site Visit by contacting Mr. Wade Walker, Director of Business Services, via e-mail no later than 4:00 p.m. CST on Friday, November 30, 2018.** Attendance at the Bidders Conference/Site Visit, including the names of company representatives who will attend, must be confirmed via e-mail with Mr. Walker. Contact information is as follows:

Mr. Wade Walker
Director of Business Services
Samford University
800 Lakeshore Drive
Birmingham, Alabama 35229
Telephone: (205) 726-2916
Email: pwalker@samford.edu

1.4 **Questions And Requests For Additional Information**

- a. Questions regarding clarification to the contents of the RFP will be accepted, in writing, from the time of RFP receipt by prospective contractors until **4:00 p.m. (CST) Friday, December 14, 2018.**
- b. All inquiries **MUST** be made via e-mail to Mr. Wade Walker, Director of Business Services, pwalker@samford.edu.
- c. One hundred percent (100%) of the communication from contractors during this entire RFP Process must be solely with Mr. Wade Walker.

1.5 **Proposal Receipt**

- a. Proposals received by **4:00 p.m. (CST) Tuesday, January 15, 2019**, will be considered. Proposals received after the due date will not be considered. One (1) original, four (4) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

Mr. Wade Walker
Director of Business Services
Samford University
800 Lakeshore Drive
Birmingham, Alabama 35229
Telephone: (205) 726-2916
Email: pwalker@samford.edu

- b. It is the sole responsibility of the bidder/proposer to deliver his or her response to the address contained herein on or before the closing hour and date shown above.
- c. Offers by fax, e-mail, or telephone will not be accepted.

1.6 **Presentations**

- a. After review of Proposals, qualified prospective contractors may be invited to make oral presentations of up to ninety (90) minutes in length in January/February, 2019 (Date TBD).

SECTION 2: INTRODUCTION

2.1 Invitation

Samford University recognizes that the traditional university bookstore business is in a transformational period and it is the intent of the University to be on the cutting edge of campus retail services. Therefore, Samford University has initiated this RFP Process to seek an innovative and proactive partner that is on the cutting-edge of campus retail services to effectively serve the Samford University community. The University's goal is to provide an innovative, state-of-the-art Bookstore that will result in the following:

- Improved affordability for Samford University Students by reducing course materials costs
- Improved customer satisfaction through cutting-edge retail innovation
- Increased market share
- State-of-the-art destination/retail facility that contributes to student life
- Increased financial contribution to Samford University, while achieving the qualitative and service goals of this RFP

Contractors are invited to submit Proposals for up to two of the following Options:

- Option 1: Full-Service Bookstore
- Option 2: Virtual Course Materials Store

In other words, Contractors may elect to submit Proposals for one Option or both Options:

- Contractors who are responding both Options should focus on Sections 5 and 6 of this RFP.
- Contractors who are responding to one Option should focus on the Sections that pertain to the Option they are responding to, as follows:
 - Contractors who are responding to Option 1 should focus on Section 5 of this RFP.
 - Contractors who are responding to Option 2 should focus on Section 6 of this RFP.

2.2 Description of Option 1: Full-Service Bookstore

Option 1, a Full-Service Bookstore, will provide comprehensive course materials services, emblematic merchandise, technology products, school supplies, convenience products, etc. The Full-Service Bookstore will include operation/management of the following:

- Course materials services for Samford University Programs
- Bookstore, located at 800 Lakeshore Drive, Birmingham, AL
- Bookstore Website

Components of an innovative, state-of-the art, Full-Service Bookstore should include, but not be limited to, the following:

- Creating a customer-centric innovative retail environment.

- Supporting the academic mission of Samford University by providing efficient and effective course materials services to students and faculty.
- Creating and implementing effective strategies to reduce the cost of course materials to Samford University Students by offering a comprehensive textbook rental program, a strong used textbook and buyback program, an innovative digital textbook/course materials program, access to OER course materials, and access to emerging course materials programs and technologies.
- Leading the transformation from traditional textbooks to digital course materials.
- Communicating and coordinating effectively and proactively with faculty regarding the use of all types of course materials.
- Providing easy access and multiple distribution channels for course materials.
- Introducing new products and services that meet the evolving needs of customers, including Samford University Students, Faculty/Staff, visitors, fans, and the local community.
- Developing a comprehensive e-commerce strategy and social media engagement strategy.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions, and ensuring efficient processing of all transactions.
- Supporting the academic mission of Samford University by providing products and services that support campus events (i.e., faculty, alumni and visiting author events, speakers, and other campus academic and social events).
- Developing a comprehensive marketing and promotional strategy that will assist with advancing the Samford University Brand.
- Assisting with promoting and branding Samford University by offering a broad selection of emblematic clothing and gifts.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Utilizing state-of-the-art technology and emerging technologies for course materials operations (e.g., point-of-sale transactions, inventory status, registration integration, textbook rental, buyback, etc.) and general merchandise operations (e.g., point-of-sale transactions, inventory status, etc.).

2.3 **Description of Option 2: Virtual Course Materials Store**

Option 2, a Virtual Course Materials Store, will provide online access to comprehensive course materials services for Samford University Programs (e.g., undergraduate, graduate, etc.).

Components of a Virtual Course Materials Store serving Samford should include, but not be limited to, the following:

- Supporting the academic mission of Samford University by providing efficient and effective online course materials services to students and faculty, including online buyback and online adoptions.
- Providing easy access for online course materials.
- Developing a proactive course materials strategy that will allow the Virtual Course Materials Store to compete effectively in the challenging college bookstore environment.
- Providing easy access for online course materials.

- Communicating and coordinating effectively and proactively with Samford’s designated personnel regarding course material adoptions.
- Creating and implementing effective strategies to reduce the cost of course materials to Samford Students by minimizing shipping costs and providing a wide selection of used textbooks, textbook rental titles, and digital textbooks/course materials.
- Providing comprehensive course materials services to support all Samford academic programs (e.g., undergraduate, graduate, professional, etc.).
- Providing excellent customer service, including minimizing delivery time for online purchases and ensuring efficient online processing of all transactions (e.g., course material ordering, buyback, etc.).
- Utilizing state-of-the-art technology and emerging technologies for Web based course materials operations (e.g., online transactions, inventory status, registration integration, online textbook rental, online buyback, etc.).

2.4 Current Bookstore Operation

The Bookstore currently consists of the following operations/programs:

- Samford University Bookstore, located at 800 Lakeshore Drive in Birmingham, AL
- Samford University Bookstore Website (<https://www.bookstore.samford.edu>)

(Note: The Bookstore operations are referred to, collectively, throughout this Analysis as the “Bookstore.”)

The Bookstore generated \$2,183,420 in sales during Fiscal Year 2018.

2.5 Proposal Evaluation Criteria And Award

The Criteria that will be used by Samford University to evaluate Proposals include, but are not limited to, responses submitted to the “Proposal Submittal Requirements” in Sections 5 and 6. The Proposals will be evaluated in a variety of major areas for each Option, including the following:

	Option 1: Full-Service Bookstore	Option 2: Virtual Course Materials Store
Course Materials Affordability	√	√
Market Share / Market Expansion of Samford Emblematic Merchandise, In-Store and Online	√	
Customer Satisfaction through Cutting-Edge Retail Innovation	√	√
State-Of-The-Art Destination/Retail Facility	√	
Financial Return	√	√

2.6 **Bookstore RFP Evaluation Committee**

A Bookstore RFP Evaluation Committee will be appointed by Samford University. The Committee will review each Proposal for compliance with requirements, and evaluate each Proposal in accordance with the defined criteria.

SECTION 3: SAMFORD UNIVERSITY BACKGROUND INFORMATION

3.1 **Background**

Samford University was founded in 1841 and is a premier nationally ranked Christian university. Full of history and traditions, the picturesque campus totals more than 60 buildings set on 247-acres, minutes from the heart of Birmingham.

As well as offering 168 undergraduate majors, minors and concentrations, Samford University also offers a broad range of Graduate degrees as well as 17 varsity sports. The University prides itself on the success of its graduates, hailing 60 U.S. congressmen, 7 state governors, 2 U.S. Supreme Court justices, 4 Rhodes Scholars, multiple Emmy and Grammy award-winning artists, 2 national championship football coaches, and recipients of the Pulitzer and Nobel Peace prizes, among its alumni.

For more than 170 years, Samford University and its students have impacted the world with their academic achievement and leadership skills. At the University's core is a foundation of Christian values and belief, a mission to nurture persons for God, for learning, forever that has withstood the test of time. Because of the united dedication to this mission, Samford students discover that professors, administrators, and staff encourage them to reach their highest potential intellectually, spiritually, and socially. The rewards are numerous, and the impact on individual lives is endless. Samford University is a Christian community focused on student learning.

The mission of Samford University is to nurture persons in the development of their intellect, creativity, faith, and personhood. As a Christian university, the community fosters academic, career, and ethical competency, while encouraging social and civic responsibility, and service to others.

For additional information regarding Samford University please visit www.samford.edu.

3.2 **Enrollment**

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

Total Enrollment

	2014	2015	2016	2017	2018
FTE	4,715	4,992	5,256	5,296	5,401
Headcount	4,933	5,206	5,471	5,509	5,619

3.3 **Academic Calendar**

Samford University operates on Fall and Spring semesters, a January term, as well as Summer Terms. Please refer to <https://www.samford.edu/departments/registrar/academic-calendar-a> for details regarding the Academic Calendar.

SECTION 4: BOOKSTORE BACKGROUND INFORMATION

4.1 Facility / Location

The Samford University Bookstore is currently located in a temporary location in the Dwight and Lucille Beeson Center, on the Birmingham Campus.

4.2 Products And Services

The Bookstore currently features products and services that include, but are not limited to; course materials, emblematic clothing and gifts, novelty gifts, school supplies, general books, convenience products, and graduation regalia.

4.3 Hours Of Operation

Bookstore hours of operation can be found online at:
https://www.bookstore.samford.edu/site_about_us.asp

4.4 Personnel / Staffing

The Bookstore's current positions are as follows:

CAMPUS BOOKSTORE POSITION	STATUS
Store Manager	Full-Time
Assistant Store Manager/Buyer	Full-Time
Customer Service Assistant	Full-Time
Cashier/Bookstore Assistant	Full-Time
Assistant General Merchandise Manager	Full-Time

(Note: The Bookstore is staffed with between five and ten student workers per semester as well as between two and six temporary employees to help during rush and buyback periods.

4.5 Sales

Total Sales figures for the past five fiscal years are as follows:

	FY '14	FY '15	FY '16	FY '17	FY '18
TOTAL (\$)	\$2,086,419	\$2,165,050	\$2,386,175	\$2,088,453	\$2,183,420

Bookstore Sales figures for the major departments/categories for the past two fiscal years are as follows:

DEPARTMENTS	FY '17	FY '18
New Textbooks	\$819,080	\$946,006
Used Textbooks	\$529,391	\$388,556
Tradebooks	\$8,207	\$5,370
Supplies	\$42,216	\$35,342
Gifts	\$72,794	\$87,005
Clothing	\$549,139	\$601,794
Food	\$35,860	\$31,800

4.6 **Financial Aid Sales**

Financial Aid Sales are minimal and require approval from the Bursar's office.

4.7 **Department Discounts**

The Bookstore offers University departments a 10% discount, and sales tax is not applied.

4.8 **Faculty / Staff Discounts**

The Bookstore offers University faculty and staff a 10% discount.

4.9 **Admission Promotions**

The Bookstore offers a 25% discount to all visitors participating in campus tours conducted by the Samford University Admissions Office.

4.10 **Tender Types / Campus Card**

The Bookstore accepts cash, personal checks, major credit cards (excluding AmEx), bank debit cards, Campus Card/University ID Debit Card, department charges, financial aid charges approved by the Bursar's Office, third-party charges, and gift cards.

4.11 **Campus Events / Athletic Events**

The Bookstore supports the academic mission of Samford University by providing products and services that support campus events, alumni events, athletic events, special events, etc.

4.12 **Licensing Program**

The University's current licensing program is managed by a third-party, LRG, under the direction of the Samford University Marketing Department.

4.13 **Graduation Merchandise**

The Bookstore offers a selection of graduation products (e.g., regalia, diploma covers, announcements, etc.).

SECTION 5:**OPTION1: FULL-SERVICE BOOKSTORE****PROGRAM REQUIREMENTS / PROPOSAL SUBMITTAL REQUIREMENTS**

(Note: To simplify Samford University's review process, the format for all Proposals must be consistent with the information requested in the Submittal Requirements of this Section.)

This Section includes Option 1: Full-Service Bookstore Program and Submittal Requirements. Under Option 1, a Full-Service Bookstore shall be operated on the Samford University Campus. Contractors are required to respond to all **Submittal Requirements** included in this Section.

5A. Company History And Background**5.1 Company History And Background Submittal Requirements**

- a. Company Background. Provide your qualifications and experience in managing college/university bookstores. Describe your company's experience serving private universities.
- b. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to Samford University.
- c. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past three years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Financial Statements. Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.

5B. Operations**5.2 Operations Requirements**

- a. Locations/Programs. The contractor shall manage and operate the following Bookstore locations and programs:
 - Samford University Bookstore, located at 800 Lakeshore Drive in Birmingham, AL
 - Samford University Bookstore Website (<https://www.bookstore.samford.edu>)
- b. Bookstore Name. The name of the Bookstore shall be as follows:
 - Samford University Bookstore

Samford University and/or the contractor may determine another name that is mutually agreed upon.

- c. Contractor Duties/Responsibilities. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by Samford University.
- d. Products And Services. The contractor shall provide Samford University with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, Open Educational Resources (OER), Inclusive Access/Course Fee-Based course materials, textbook rentals, general books, bestsellers, reference books, supplies, art supplies, computer/technology products, computer supplies, peripherals, course related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation related merchandise, and other services expected from a full-service Bookstore. **Samford University strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the Samford University community; generate traffic in the Bookstore; and assist with transitioning from a traditional Bookstore to a destination center offering state-of-the-art campus retail services.**
- e. Right To Operate Bookstore. The contractor shall have the right to operate the Bookstore serving the Samford University community. However, the Samford University Administration may authorize the sale of certain items by approved vendors, student groups, and/or Samford University organizations.

The contractor must recognize that Samford University is focused on course materials affordability for Samford University Students. As part of this focus, Samford University will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), Inclusive/Course Fee-based Course Materials, etc. It is Samford University's hope that the selected contractor will bring value-added programs and services with respect to digital delivery and/or other innovative course materials programs and services.

- f. University Authority Re: Product Offerings. The contractor shall withdraw from display or sale, any item or items, which Samford University requests not be displayed or sold. The merchandise/product selection in the Bookstore must be consistent with Samford's Christian mission.
- g. Website/Social Media. The contractor shall manage and operate a unique full-service Bookstore Website and unique Bookstore social media program.
- h. Special Events. The Bookstore shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at University events.
- i. Fixtures/Equipment For Special Events. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special events on campus to capitalize on sales opportunities.

- j. Trash Removal/Recycling. The contractor shall participate in the University's recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on campus.
- k. Environmental/Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all University environmental/sustainability practices.
- l. Reporting Requirement. The contractor shall report to Samford University's Director of Business Services for matters pertaining to the contract. The contractor's Regional Manager will meet with Samford University's Director of Business Services, or designee on a quarterly basis, at a minimum, to review performance.
- m. Licensing, Permits, Taxes. The contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

5.3 **Operations Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Operations Requirements as described in Section 5.2 of the RFP.
- b. Operations/Management Plan. Describe your operations/management plan for the Samford University Bookstore described in Section 5.2 of the RFP.

5C. **Customer Service**

5.4 **Customer Service Program Requirements**

- a. Customer Service Expectations. The contractor shall provide excellent customer service at the Bookstore, including processing customers efficiently during Rush.
- b. Nametags/Identification Tags. The contractor shall ensure that all Bookstore employees wear nametags/identification tags and/or uniforms, at the request of Samford University.
- c. Image Of The Bookstore. The contractor shall operate the Bookstore in a manner that reflects the image and reputation, and supports the Christian mission of Samford University. The contractor shall become involved in the academic, cultural, and social environment at Samford University and take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of Samford University, and, where and when appropriate, create temporary selling points at various sites around campus in connection with special events and programs.

- d. Support Of Student Organizations. The contractor shall cooperate to whatever reasonable extent possible to assist and support student organizations and student activities with respect to Bookstore services and merchandise.
- e. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the Samford University Administration for evaluation and input.
- f. Hours Of Operation. Hours of operation shall be defined by Samford University in conjunction with the contractor. Hours of operation shall be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Orientation, Preview Days, Athletic Events, etc.). Changes to the defined hours of operation must be approved by Samford University. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstore adequately to provide the level of service required by Samford University.
- g. Refund Policy. The contractor's refund policy shall be sensitive to the needs of Samford University Students and customers.

5.5 Customer Service Submittal Requirements

- a. Acknowledge acceptance of Samford University's Customer Service Requirements as described in Section 5.4 of the RFP.
- b. Customer Service. Describe in detail how your company will provide excellent customer service at the Bookstore.
- c. Customer Feedback. Describe the methods your company will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.
- d. Customer Service Training. Describe your customer service training program for Bookstore Staff.

5D. Staffing / Personnel

5.6 Staffing / Personnel Requirements

- a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the Bookstore in accordance with the requirements established by Samford University.
- b. Organization Chart/Staffing Level. The contractor shall present its organization chart/staffing level for the Bookstore to Samford University for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by Samford University.

- c. Current Bookstore Employees. Critical to Samford University's evaluation of Proposals and imperative for the successful transition to Contract Management is the successful placement and treatment of current Bookstore Staff and Management.

The contractor is strongly encouraged to hire Samford University Bookstore full-time employees.

- d. Manager. The Manager assigned to the Bookstore by the contractor must be approved in advance by the Samford University Administration. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by Samford University. Samford University expects management continuity (i.e., limited turnover of the Manager) in order for the contractor to meet the expectations and requirements of Samford University.
- e. Student Employees. The contractor shall look to fill employment opportunities with students, when appropriate.
- f. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on Samford University's premises, all employees, agents, and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from the Bookstore at the University's request.
- g. Employment Laws. The contractor shall comply with all state of Alabama and federal employment requirements.
- h. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).
- i. Equal Employment Opportunity. Except as specifically exempted by federal law requirements, Samford University does not unlawfully discriminate on the basis of race, color, sex, national or ethnic origin, disability or age in the administration or application of its educational programs and policies, admissions policies, employment policies, scholarship and loan programs. Consistent with its Christian mission and organizations, Samford is exempt from the religious provisions of Title VII pursuant to 42 U.S.C. Sections 2000e-1(a) and 2000e-2(e).
- j. Background Checks. The contractor shall assume all liability arising out of, and is solely responsible for, conducting background checks per Samford University specifications for all of the contractor's employees, agents, or independent contractors.

5.7 **Staffing / Personnel Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Staffing/Personnel Requirements as described in Section 5.6 of the RFP.
- b. Company Organization Chart. Provide your company organization chart.

- c. Bookstore Organization Chart. Provide your proposed organization chart, staffing plan, and reporting structure for the Bookstore. Please indicate full-time positions and part-time positions for the Bookstore.
- d. Current Bookstore Employees. Describe your plan to hire current Bookstore employees as described in Section 5.6c of the RFP.
- e. Describe your:
 - Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore Manager
 - Background check program and policies
 - Compensation program, including incentive programs, etc.
 - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Description of program to hire student employees
- f. Educational And Training Programs. Describe your educational and training programs.
- g. Corporate Support Services. Describe your corporate support services and regional management support.

5E. Course Materials Program

5.8 Course Materials Program Requirements

- a. Comprehensive Course Materials Services. The contractor shall provide comprehensive course materials services and shall work closely with the University to support all Academic Programs.
- b. Agent For The Collection Of Course Materials Adoptions. The contractor shall be the University's agent for the collection and compilation of course materials adoptions and provide course materials to students at Samford University. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER course materials, Inclusive Access/Course Fee-Based course materials, coursepacks, software, and materials published or distributed electronically.
- c. Course Materials Adoption Tool. The contractor shall provide Samford University with a comprehensive state-of-the-art Course Materials Adoption Tool. The Adoption Tool shall include, but not be limited to, (i) providing faculty the ability to submit textbook adoptions online and (ii) the ability for Samford University Students to obtain their complete list of textbooks, course materials, and course related supplies.

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

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

- Historical adoption data and reports
 - Overall adoption numbers and percentages for a term/semester
 - Adoption numbers and percentages per subject for a term/semester
 - Adoptions without required course materials
 - Adoption compliance reports (with ability to sort by date, course, department, etc.)
 - Other adoption reports as requested by the University
- d. Course Materials Quantities. The contractor shall provide sufficient quantities of course materials, custom-published materials, OER course materials, software, and related academic supplies and materials, as required by the faculty for course work, to be available for purchase by students according to the schedule established by Samford University.
- e. University Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by Samford University's Faculty or Staff, is the property of the University. The contractor shall provide course materials adoption data and/or adoption forms to Samford University within twenty-four (24) hours of Samford University's request for copies of such adoption data and/or adoption forms.
- f. Early Course Materials Adoptions. The contractor, working with Samford University Faculty, shall make every effort to obtain early course materials adoption commitments in order to ensure course materials availability and maximize the quantity of textbooks purchased from students for resale at the Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- g. Distance Learning/Online Courses. The contractor shall provide course materials services for the University's current or future distance learning/online courses and other programs, as desired by the University.
- h. Custom-Published Materials. The contractor shall provide custom-published materials (i.e., coursepacks). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- i. Textbook Rental Program. Samford University is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of textbook rentals for Samford University Students and shall provide a full-service textbook rental program at the Bookstore.
- j. Used Textbook Program. Samford University is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of used textbooks for Samford University Students.

- k. Digital Course Materials/Innovative Course Materials Delivery Mechanisms. The contractor shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. The contractor shall work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms. Throughout the contract, the University will continually evaluate digital delivery programs in the marketplace and maintain the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of the University.
- l. Open Educational Resources. The contractor shall provide access to OER course materials to support academic programs as needed/required as well as accommodate the adoption of OER as requested by Samford University Faculty.
- m. Inclusive Access/Course Fee Program. The contractor shall provide an Inclusive Access/Course Fee Program at Samford University, if required by the University. Inclusive Access/Course Fee Programs must include the ability for students to “opt-out” of the Program.
- n. Online Course Materials Ordering. The contractor’s website for the Bookstore shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- o. Students With Disabilities. The contractor shall provide required course materials services to students with disabilities through collaboration with Samford University.
- p. HEOA/Other Laws. The contractor shall work with Samford University to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations pertaining to course materials, affordability, and other issues.
- q. Desk Copies. The University prohibits the purchase and sale of complimentary/desk copies by the Bookstore.
- r. Buyback. The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.
- s. Samford University Student Athletes. The contractor shall work closely with the Samford University Athletic Department to facilitate the logistics of providing course materials to Samford University Student Athletes, in compliance with all laws, regulations, and NCAA guidelines.

5.9 Course Materials Program Submittal Requirements

- a. Acknowledge acceptance of Samford University's Course Materials Program Requirements as described in Section 5.8 of the RFP.
- b. Course Materials Market Share. Describe your company's plan to develop and implement an active strategic plan to protect the Bookstore's course materials market share. Include your plans to develop strong relationships with faculty and market and promote course materials to students.
- c. Course Materials Adoption Tool. Describe your company's plan to provide a course materials adoption tool as described in Section 5.8c of the RFP. Include your plans to provide a state-of-the-art tool that will assist Samford University Faculty with the adoption process, database searches, and adoption reporting capabilities.
- d. Services And Programs. Describe in detail the course materials services and programs that your company will provide to faculty and students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
- e. Academic Programs. Describe your plans to provide comprehensive course materials services to support specialized Academic Programs at Samford University.
- f. Custom Publishing/Coursepack Program. Describe your custom publishing/coursepack program.
- g. Digital Delivery. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following:
 - A detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management Systems, etc.
- h. Open Educational Resources (OER). Describe any value-added service that your company can provide with respect to Open Educational Resources (OER) and other low cost methods to deliver course materials to students and faculty.
- i. Textbook Rental Program. Describe in detail the textbook rental program your company will provide.
- j. Used Textbook Program. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.
- k. Inclusive Access/Course Fee Model Program. Provide a description of your company's Inclusive Access /Course Fee Model Program.

- l. Buyback. Acknowledge your company's compliance with the buyback requirements, per Section 5.8q. of the RFP. Provide additional details regarding your company's buyback program.
- m. Distance Learning/Online Courses. Describe your plan to provide comprehensive course materials services to support current and/or future distance learning/online courses.
- n. Samford University Student Athletes. Describe your plan to work closely with the Samford University Athletic Department to facilitate the logistics of providing course materials to Samford University Student Athletes, in compliance with all laws, regulations, and NCAA guidelines.

5F. Course Materials Affordability / Pricing Policies

5.10 Course Materials Affordability / Pricing Policies Program Requirements

- a. Course Materials Affordability. Samford University is extremely committed to making course materials affordable to Samford University Students. The contractor's course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Sections 5.10b and c of the RFP.
- b. Pricing Policies-Course Materials. The contractor shall adhere to the following course materials pricing policy:
 - "List-Priced" new textbooks shall be sold at no higher than list price.
 - "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - "Net-Priced" new textbooks shall be sold at no higher than a twenty percent (20%) gross profit margin.
 - "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Course related-supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor at net-price shall be sold by the Bookstore at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
(Note: Some digital course materials shall be sold at less than a 20% gross margin. See definition of Pure Digital Course Materials Sales, Section 5.23a. of the RFP.)
 - Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.

- Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.
- c. Inclusive Access/Course Fee Model Course Materials. Inclusive Access/Course Fee Model Course Materials, if authorized by the University, shall be sold at no higher than a fifteen percent (15%) gross profit margin.
- d. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., Pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material).
- e. University Audit Rights. Samford University shall have the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

5.11 Course Materials Affordability / Pricing Policies Program Submittal Requirements

- a. Acknowledge acceptance of Samford University's Course Materials Affordability/Pricing Policies Program Requirements as described in Section 5.10 of the RFP.
- b. Course Materials Pricing Strategies. Describe your plans to address the pricing concerns of students at Samford University. Include a detailed description of your company's Price Match Guarantee Program, Price Comparison Software, dynamic pricing, or similar programs that your company will implement at the Bookstore in order to provide value, compete with online booksellers, and protect market share.

5G. General Merchandise Pricing Policies

5.12 General Merchandise Pricing Policies Program Requirements

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

5.13 General Merchandise Pricing Policies Submittal Requirements

- a. Acknowledge acceptance of Samford University's General Merchandise Pricing Policies Program Requirements as described in Section 5.12 of the RFP.

5H. General Merchandise And Marketing Strategy

5.14 General Merchandise And Marketing Strategy Program Requirements

- a. General Merchandise Selection. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies, course related supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation-related merchandise, and other services expected from a full-service Bookstore.
- b. Emblematic Clothing And Gifts. The contractor shall promote and brand Samford University by offering a broad selection of emblematic clothing and gifts that comply with Samford University's current and/or future licensing requirements, design guidelines, and requirements for branded products. The contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- c. Technology Products. The contractor shall provide a comprehensive selection of technology products. Products shall include, but not be limited to, computer hardware, software, supplies and accessories, etc.
- d. General Books/Reference. The contractor shall provide a selection of general books and reference books, including a selection of general book Bestsellers.
- e. Course Related Supplies. The contractor shall provide sufficient quantities of all course related supplies as requested by Samford University Faculty.
- f. New Product Lines. The contractor shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, visitors, fans, and the local community) and generate traffic into the Bookstore.
- g. Website/Social Media. The contractor shall manage and operate a unique full-service Bookstore Website and unique social media program for the Bookstore. The website will feature a full range of emblematic merchandise and course materials. The contractor shall develop and implement a social media marketing and promotion strategy for the Bookstore. To the extent that the contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter, etc.) or integrates with University sites, the contractor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to Samford University social media standards and practices.
- h. Graduation Merchandise. The contractor shall offer graduation merchandise (e.g., announcements, diploma frames, regalia, rings etc.) in the Bookstore and at other locations as designated by Samford University during Graduation.
- i. Athletic Events. The contractor shall sell merchandise at Athletic Events as requested by the University.

- j. Campus Events. The contractor shall sell merchandise at Campus Events as requested by the University.
- k. Admission Events. The contractor shall offer a 25% promotional discount to all visitors participating in campus tours conducted by Samford University Admission Office, and shall collaborate with the Admission Office to support special events and programs (e.g., Orientation, Preview Days, etc.).
- l. Alumni Events. The contractor shall work collaboratively with the Samford University Alumni Office to support special events (e.g., Homecoming pop-up shop, promotional events, etc.) and provide customized Samford University Alumni emblematic merchandise in the Bookstore.
- m. Licensing Program. The contractor shall only purchase branded merchandise from vendors who adhere to current and/or future Samford University Licensing Program requirements and/or the College's design guidelines and requirements for branded products.
- n. Vendor Code Of Conduct. The contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

5.15 **General Merchandise And Marketing Strategy Program Submittal Requirements**

- a. Acknowledge acceptance of Samford University's General Merchandise And Marketing Strategy Program Requirements as described in Section 5.14 of the RFP.
- b. Emblematic/Logo Merchandise Sales. Provide a detailed description of your plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, fans, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore Website.
- c. General/Reference Books. Provide a detailed description of your plans to provide a selection of general books and reference books, including a selection of general book Bestsellers and your plan to ensure that the general book program supports the academic excellence of Samford University.
- d. Technology Products. Provide a detailed description of your plans to provide technology products in the Bookstore as described in Section 5.14c.
- e. Course Related Supplies. Provide a detailed description of your plans to provide sufficient quantities of all course related supplies.
- f. New Product Lines. Describe your plans for new or expanded product lines and/or services to be offered at the Bookstore, including an emphasis on product lines and/or services that will meet the needs of students, faculty, staff and alumni.

- g. Campus Events. Describe your plans to take advantage of campus events and activities at Samford University organized by other campus entities, and/or your plans to create your own campus events and activities in order to promote additional sales.
- h. Athletic Events. Describe your plans to sell merchandise at Athletic Events as requested by the University.
- i. Marketing/Advertising/Social Media Plan. Describe your marketing, advertising, and social media plan for the Bookstore.
- j. Graduation Merchandise. Describe you plan to offer graduation merchandise (e.g., announcements, diploma frames, regalia, etc.) if requested, in the Bookstore and at other locations as designated by Samford University during Graduation.

5I. Facility

5.16 Bookstore Location Requirements

- a. The University Center is currently being renovated, and the Bookstore will move into a completely renovated space during spring/summer 2019. Facility plans for the renovated Bookstore facility are complete, and the majority of the capital investment for the renovated facility has been funded by the University.

5.17 Facility Plan Submittal Requirements

- a. Facility Plan. Contractors are required to submit a proposed facility plan to provide a state-of-the-art Bookstore facility as part of their response to this RFP

The proposed facility plan should reflect Samford University's desire to provide a state-of-the-art Bookstore that will improve customer satisfaction and reflect a retail-of-the-future facility. Contractors are encouraged to be creative with respect to their plan for the facility.

(Note: In addition, contractors are required to complete the Financial Bid Form, Section 5R.)

5J. Facility Investment

5.18 Facility Investment Requirements

- a. Ownership Of Facility Investment And Fixtures. All capital investments and fixtures in the Bookstore facility shall become the property of Samford University at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, is terminated by Samford University without cause, as outlined in Section 8.2b prior to the capital investment being fully depreciated, then Samford University will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facility, and all capital investments and fixtures shall become the property of Samford University. If the contract is terminated by Samford University for cause as outlined in Section 8.2a or for bankruptcy as

outlined in Section 8.2c, Samford University shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of Samford University.

- b. Depreciation. The capital investment by the contractor in the Bookstore facility shall be depreciated on a straight-line basis over five (5) years.
- c. University Approvals. The facility investment for the Bookstore must meet Samford University standards; must be approved in advance by Samford University; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with Samford University. Any third-party contractor used by the contractor to assist with making facility improvements must be approved in advance by Samford University.
- d. Accounting Of Facility Investment. The contractor shall provide Samford University with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to Samford University within sixty days of completion of the facility investment, or earlier if requested by Samford University.
- e. Investment Difference. If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor's Proposal, the contractor shall pay Samford University the difference between the actual amount spent and the amount offered, payable upon completion of the improvements. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's Proposal, the contractor shall be solely responsible for all costs necessary to complete the facility improvements.
- f. Design Fees. All Bookstore design fees and planning fees associated with facility improvements, whether design and planning services are provided directly by the contractor or by a 3rd party utilized by the contractor, shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- g. Signage/Window Usage. Any proposed exterior signage, banners, window usage, etc., must be approved by Samford University.
- h. Timing Of Facility Investment. The timing of the facility investment shall be determined by Samford University in cooperation with the contractor.

5.19 **Facility Investment Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Facility Investment Requirements as described in Section 5.18 of the RFP.
- b. Facility Investment. Describe your financial commitment to provide Samford University with a state-of-the-art Bookstore facility, as described in Sections 5.17 and 5.18 of the RFP.

(Note: In addition, contractors are required to complete the Financial Bid Form, Section 5R.)

(Note: The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Forms.)

5K. Financial Reporting

5.20 Financial Reporting Requirements

- a. Monthly Reporting. On a monthly basis, the contractor shall submit a detailed sales report to Samford University, including total sales, website sales, sales by category/department, and non-commissionable sales (with supporting documentation) for the Bookstore. Additional documentation for non-commissionable sales must be provided by the contractor to the University within 48 hours of the University's request.
- b. Annual Reporting. On an annual basis, or as requested, the contractor shall submit a detailed Bookstore financial statement to Samford University. At a minimum, the Bookstore financial statement shall include the following:
 - Sales by Category/Department including commissionable and non-commissionable sales
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Commission Paid to Samford University
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Course Materials Units Sold By Department (e.g., new, used, rental, digital, etc.)
 - Number of Website Orders
 - Website/E-Commerce Sales
 - Other Reports as requested by Samford University (e.g., customer counts, unit sales, transaction size, adoption data, etc.)
- c. Contractor's Financial Statement. The contractor shall provide Samford University with a copy of its audited company financial statement on an annual basis.
- d. Samford University Audit Rights. Samford University reserves the right to audit all or any components of the arrangement between the University and the successful contractor.

5.21 **Financial Reporting Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Financial Reporting Requirements as described in Section 5.20 of the RFP.

5L. **Financial Projections**

5.22 **Financial Projections Submittal Requirements**

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

5M. **Financial Proposal**

5.23 **Financial Proposal Requirements**

One of the goals of Samford University is to maximize the Bookstore's financial return by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to Samford University will be comprised of the following components:

- Financial Return (see Section 5.23a)
 - Signing Bonus/Transition Payment (see Section 5.23b)
 - Additional Financial Incentives (see Section 5.23c)
- a. Financial Return. Describe the financial return your company will remit for the operation of the Bookstore, including the following:
 - The minimum annual guarantee
 - The commission schedule expressed as a percentage of Course Materials Commissionable Sales (see definition, below)
 - The commission schedule expressed as a percentage of Pure Digital Course Materials Sales (see definition, next page)
 - The commission schedule expressed as a percentage of General Merchandise Commissionable Sales (see definition, next page)

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

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

- Sales tax paid by the contractor to any government agency which was collected from customers
 - Computer hardware sales
 - Sales made at no margin by the contractor at the request of the University
 - The contractor shall pay Samford University the greater of either (i) the Minimum Annual Guarantee or (ii) the sum of the commission as a percent of Course Materials Commissionable Sales, plus the commission as a percent of Pure Digital Course Materials Sales, plus the commission as a percent of General Merchandise Commissionable Sales.
 - Payments shall be made to Samford University based on the Bookstore's Commissionable Sales on a monthly basis via electronic funds transfer (EFT). Samford University shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by Samford University, payment of any amount due in excess of payments already received shall be made annually within thirty (30) days following the end of each contract year.
 - The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
 - The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized Samford University representatives.
- b. Signing Bonus/Transition Payment. Provide the Signing Bonus/Transition Payment that you will submit to Samford University.
- c. Additional Financial Incentives. Describe each type of additional financial incentive that your company will provide along with the corresponding amount for each incentive (e.g., Textbook Scholarships, General Scholarships, etc.).
(Note: In addition, contractors are required to complete the Financial Bid Form, Section 5R.)

5.24 **Financial Proposal Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Financial Proposal Requirements as described in Section 5.23 of the RFP.
- b. Financial Proposal. Submit your company's financial proposal in response to 5.23a, 5.23b, and 5.23c.

5N. Technology

5.25 **Technology Program Requirements**

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., Bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service.

(Note: Samford University will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)

- b. Technology Integration. The contractor's systems shall have the ability to interface, at the contractor's sole expense, with current or future University systems. The University's current LMS is Canvas and Moodle; the current SIS is Banner.
- c. Website. The contractor shall manage and operate a unique, full-service Bookstore Website. The website shall conform to Samford University design guidelines and link to and from Samford University's Website. The website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the Bookstore Website, and advertising accepted, shall require Samford University's prior written approval. Third-party vendors on the website must be pre-approved by the University Administration.

The website must meet federal accessibility requirements, which require compliance with WCAG 2.1 and/or subsequent updates. The website must be usable by people with disabilities including individuals who are visually impaired, have low vision, are deaf or hard of hearing, have mobility issues, or have cognitive disabilities.

The website must also be mobile friendly, that is, be responsive in design, load quickly on mobile devices, and work equally well across desktop computers, tablets, and smart phones. The website should be structured and built with SEO optimization as a top priority.

- d. University Campus Card. The contractor must be able to accept any current and/or future Samford University Campus Card as a tender type, which includes, at the contractor's sole expense, integration with the Campus Card system and processing of financial aid transactions.
- e. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standard Version 3.2.1 and/or subsequent updates. The contractor must provide a statement acknowledging they are in PCI Compliance (PCI DSS Version 3.2.1) and going forward will continue to provide any PCI Certification documentation that may be required annually. Credit card processing must be through a 3rd party and must be encrypted.

The contractor shall ensure that its employees do not write credit card information down on paper, or keep files of credit card information and that no credit card information is stored in any system on campus.

- f. Computer Equipment And FERPA Compliance. The contractor's computer equipment must be certified and approved by the University's IT Department in order to be put on the University's network or communication systems.

The contractor's processes must be FERPA compliant.

- g. Europay, Mastercard, And Visa (EMV) Compliance. The contractor shall ensure that all transaction terminals in the Bookstore are compliant with current EMV standards (Version 4.3) for authorizing credit and debit card transactions.
- h. Customer Data. The contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within one day of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the University shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the University. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

All customer data must be kept confidential and shall not be shared or sold by the contractor.

5.26 **Technology Program Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Technology Program Requirements as described in Section 5.25 of the RFP.
- b. Technology Plans. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit Samford University and the Bookstore.
- c. Website/E-Commerce Plans. Include a detailed description of your plans to offer the following:
 - Course materials reservation program
 - Online course materials ordering program
 - Online textbook adoption program
 - Online buyback program
 - Registration integration program
 - Compliance with HEOA (i.e., textbook ISBN number availability)
 - Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- d. Technology Investment. Include your estimated capital investment for technology/automation in the Bookstore (excluding website development costs) and a timeline for your automation plans. Include your company's plan for integration with the University's systems.
(Note: Samford University will not buy out the undepreciated portion of the contractor's technology investment at the expiration, termination, or non-renewal of the contract.)

(Note: In addition, contractors are required to complete the Financial Bid Form, Section 5R.)

50. Tender Types / Discounts

5.27 Tender Types / Discounts Program Requirements

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

5.28 Tender Types / Discounts Program Submittal Requirements

- a. Acknowledge acceptance of Samford University's Tender Types/Discounts Program Requirements as described in Section 5.27 of the RFP.
- b. Department Charge Program. Describe your Department Charge Program (i.e. discounts, billing, etc.).

5P. Miscellaneous

5.29 University Obligations Requirements

- a. University Obligations. Samford University shall provide the contractor with the following:
 - Bookstore Space. Bookstore, offices, and storage space as described in Section 4.1 and 5.16 of this RFP

- Campus Services. Access to campus web services, campus telephone services, and voice answering system at the standard University rate
- Campus Security. Campus Security service for the Bookstore provided by the University in the same manner provided for other University buildings
- Utilities. Utilities, electricity, and HVAC

5.30 **Contractor Obligations Requirements**

- a. Contractor Obligations. The contractor shall provide the following as part of its management and operation of the Bookstore:
 - Vehicles. The contractor shall provide vehicle(s) necessary (if any) for the operation of the Bookstore. The contractor shall ensure that any person that will drive on University property has a valid Alabama Driver's license appropriate to the vehicle being driven.
 - Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of Samford University) the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
 - Minor Repairs. The contractor shall be responsible for minor repairs to the interior of the Bookstore.
 - Emergency Key. The contractor shall supply an emergency key to be left with Samford University Office of Public Safety.
 - Internal Security. The contractor shall collaborate with Samford University Department of Public Safety and Emergency Management and Samford University Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The contractor's first point of contact with regard to security and safety issues for the Bookstore shall be Samford University Department of Public Safety and Emergency Management.

5.31 **Miscellaneous Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Miscellaneous Requirements as described in Sections 5.29 and 5.30 of the RFP.
- b. Transition Plan. Describe your Transition Plan, including the following:
 - Timeline and dates
 - Required or assumed Samford University resources
- c. Additional Information. Provide Samford University with additional information you feel is pertinent.

5Q. Exceptions To RFP

5.32 **Exceptions To RFP Submittal Requirements**

- a. Exceptions To RFP. Identify any exceptions to the RFP that are included in your Proposal.

**5R. OPTION 1: FULL-SERVICE 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 COURSE MATERIALS COMMISSIONABLE SALES:

(%) _____

COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS SALES:

(%) _____

2. COMMISSION AS A PERCENT OF GENERAL MERCHANDISE COMMISSIONABLE SALES:

(%) _____

3. MINIMUM ANNUAL GUARANTEE:

(_____) _____

(Note: The contractor shall pay Samford University the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Course Materials Commissionable Sales, plus the Commission As A Percent Of Pure Digital Course Materials Sales, plus the Commission As A Percent of General Merchandise Commissionable Sales.)

4. SIGNING BONUS / TRANSITION PAYMENT:

(_____) _____

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

(_____) _____

6. FACILITY INVESTMENT:
(Depreciated on a straight-line basis over five (5) years)

(_____) _____

(Note: The capital investment in the facility must not include technology and equipment.)

7. TECHNOLOGY INVESTMENT:

(\$) _____

PROPOSAL SUBMITTED BY:

Company: _____

Company Address: _____

Federal I.D. #: _____

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

SECTION 6:**OPTION 2: VIRTUAL COURSE MATERIALS STORE****PROGRAM REQUIREMENTS / PROPOSAL SUBMITTAL REQUIREMENTS**

(Note: To simplify Samford University's review process, the format for all Proposals must be consistent with the information requested in the Submittal Requirements of this Section.)

This Section includes Option 2: Virtual Course Materials Store Program and Submittal Requirements. Under Option 2, a Virtual Course Materials Store shall be operated for Samford University. Contractors are required to respond to all **Submittal Requirements** included in this Section.

6A. Company History And Background**6.1 Company History And Background Submittal Requirements**

- a. Company Background. Provide your qualifications and experience in providing online/virtual course materials services. Describe your company's experience serving private universities.
- b. Client List. Provide a client list of Virtual Stores operated by your company, including the following for each account:
 - Date of contract commencement
 - Annual sales volume
 - Total student enrollment
 - Total number of students living on campus
- c. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past three years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the online/virtual course materials store.
- d. Financial Statements. Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.

6B. Operations**6.2 Operations Requirements**

- a. Virtual Course Materials Store Name. The name of the Virtual Course Materials Store that shall provide course materials to the Samford University community shall be mutually agreed upon between the University and the contractor.
- b. Course Materials Services. The contractor shall provide the Samford University community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, open educational resources (OER), and textbook rentals.

- c. Right To Operate Virtual Course Materials Store. The contractor shall have the right to operate the Samford University Virtual Course Materials Store for the course materials program. The University shall coordinate with the contractor to establish a link from the University's Student Information System (SIS) Schedule page to the contractor's Virtual Course Materials Store Website. (Banner is Samford's SIS. Moodle and Canvas are Samford's Learning Management Systems.) The contractor shall neither sell nor provide links to general merchandise products and services on its website.
- d. Shipping Options. The contractor shall provide multiple shipping options for students, including standard shipping, expedited shipping, and overnight shipping.
- e. Marketing/Communication. The contractor shall develop and implement a comprehensive Virtual Course Materials Store marketing/communications plan.
- f. Reporting Requirement. The contractor shall report to Samford University's Director of Business Services. The contractor will meet with the Director of Business Services and designees at least quarterly to review the Virtual Course Materials Store program.
- g. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA) and shall ensure that the Virtual Course Materials Store meets the needs of disabled students.

6.3 Operations Submittal Requirements

- a. Acknowledge acceptance of Samford University's Operations Requirements as described in Section 6.2 of the RFP.
- b. Operations/Management Plan. Describe your management/operations plan for operation of the Virtual Course Materials Store/Website serving Samford, including your company's proposed method for package delivery and distribution.
- c. Marketing/Communication Plan. Describe your marketing/communication plan for the Virtual Course Materials Store/Website.

6C. Course Materials

6.4 Course Materials Program Requirements

- a. Course Materials Products And Services. The contractor shall provide the Samford community with a full range of course materials (e.g., new textbooks, used textbooks, digital textbooks, custom published materials, coursepacks, and textbook rentals, OER, etc.) including all required, recommended, or suggested course materials and supplies, including textbooks, software, and materials published or distributed electronically.
- b. Adoption Solicitation & Collection. The contractor shall work closely with the University for the collection and processing of course materials adoption data from Samford University Faculty.

- c. Course Materials Adoption Tool. The contractor shall provide Samford University with a comprehensive state-of-the-art Course Materials Adoption Tool. The Adoption Tool shall include, but not be limited to, (i) providing faculty the ability to submit textbook adoptions online and (ii) the ability for Samford University Students to obtain their complete list of textbooks, course materials, and course related supplies.

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

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

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

- d. Early Course Materials Adoptions. The contractor, working with faculty and/or designated University personnel, shall make every effort to obtain early course materials adoption commitments. The contractor shall provide timely reports to faculty members concerning the status of their orders.

- e. HEOA/Other Laws. The contractor shall comply, and work with the University in a proactive manner to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations. Such compliance shall include, without limitation, adhering to Section 112 of the HEOA.

- f. University Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by Samford's Faculty or Staff are the property of the University. The contractor shall provide course materials adoption data and/or adoption forms to the University within twenty-four (24) hours of the University's request for copies of such adoption data and/or adoption forms.

- g. Course Materials Quantities. The contractor shall provide sufficient quantities of course materials, custom-published materials, OER, software, and related academic supplies and materials, as required and recommended by the faculty for course work, available for online purchase by students according to the schedule established by the University.

- h. Required/Recommended Course Materials. To ensure sufficient availability of course materials, the contractor shall make available to Samford Students all required and recommended course materials, including those that are not readily available online through the contractor's standard distribution channels.

- i. Textbook Rentals. The contractor shall maximize the availability of textbook rentals for online rental transactions by Samford Students.
- j. Used Textbooks. The contractor shall maximize the availability of used textbooks for online purchase by Samford Students.
- k. Online Buyback. The contractor shall buy back books online through the Virtual Store Website.
- l. Digital Course Materials. The contractor shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, multi-media streaming, supplemental content, integration with the campus Learning Management System (LMS).
- m. Custom-Published Materials. The contractor shall provide custom-published materials (i.e., coursepacks). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- n. Academic Programs. The contractor shall provide comprehensive course materials services and will work closely with Samford to support all Samford academic programs (i.e., undergraduate, graduate, etc.).

6.5 **Course Materials Program Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Course Materials Program Requirements as described in Section 6.4 of the RFP.
- b. Course Materials Market Share. Describe your company's plans to develop and implement an active strategic plan to protect course materials market share. Include your plans to develop strong relationships with faculty and your plans to market and promote course materials to Samford Students.
- c. Course Materials Inventory Plan. Describe your course materials inventory program, including your inventory sources and your plan to ensure that all course materials are readily available for purchase/rent by Samford Students.
- d. Course Materials Adoption Tool. Describe your company's plan to provide a course materials adoption tool as described in Section 6.4c of the RFP. Include your plans to provide a state-of-the-art tool that will assist Samford University Faculty and Students with the adoption process, database searches, and adoption reporting capabilities.
- e. Services And Programs. Describe in detail the course materials services and programs that you will provide to Samford Faculty and Students (e.g., online ordering, online buyback, online adoption program, registration integration program, etc.).
- f. Used Textbook Program. Provide a detailed description of your sources for used textbooks, along with a description of your online textbook buyback program,

including any incentives or programs that will allow for buyback prices that are greater than wholesale prices.

- g. Digital Delivery. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channels/delivery of course materials. Specifically, provide the following:
 - A detailed description of your company's plan/strategy regarding online delivery of digital/electronic course materials, digital textbooks, integration with Learning Management Systems (LMS), etc.
- h. Textbook Rental Program. Describe in detail the online textbook rental program that your company will provide at Samford.
- i. Buyback. Describe in detail the online buyback program your company will provide at Samford University through the Virtual Course Materials Store.
- j. Custom Publishing. Describe your online custom publishing program.
- k. HEOA. Describe how your company ensures compliance to the Federal Higher Education Opportunity Act (HEOA) Textbook Provision.
- l. ADA. Describe how your company ensures that a Virtual Course Materials Store complies with ADA and meets the needs of disabled students.

6D. Course Materials Affordability / Pricing Policies

6.6 Course Materials Affordability / Pricing Policies Program Requirements

- a. Course Materials Affordability. The University is extremely committed to making course materials affordable to Samford Students.
- b. Pricing Policy. The contractor's course materials pricing policy should be innovative and address the desire of the University to provide Samford Students with affordable course materials.
- c. Custom Textbooks. The gross margin for custom textbooks (i.e., textbooks/course materials prepared specifically for Samford and with a unique ISBN assigned to the Samford textbook) shall be sold at no higher than a twenty percent (20%) gross profit margin. (i.e., The formula shall be the publisher's net price divided by 0.8.)
- d. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.
- e. University Audit Rights. The University will have the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.
- f. Shipping. The contractor shall provide free shipping, or, if shipping charges apply, the contractor shall establish fair and reasonable shipping charges.

6.7 **Course Materials Affordability / Pricing Policies Program Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Course Materials Affordability/Pricing Policies Program Requirements as described in Section 6.6 of the RFP.
- b. Course Materials Pricing Policies. Describe your pricing policies for course materials including new, used, rental, digital, etc. Describe in detail how your pricing policies for course materials will address the desire of the University to provide affordable course materials to Samford Students. Include your pricing policies, business arrangement, pricing strategy, and/or retail prices for the following:
 - Inventory sourced from your warehouse, if your company has a warehouse
 - Inventory sourced from the marketplace
- c. Pricing Policy- Custom Textbooks. Describe your company's pricing policy for custom textbooks, and include a written commitment that your company's gross margin for custom textbooks shall not exceed twenty percent (20%), as defined in RFP Section 6.6c.
- d. Shipping Charges. Describe your shipping charges for shipping course materials to Samford Students, including any free freight programs available.

6E. **Customer Service**

6.8 **Customer Service Requirements**

- a. Customer Service Expectations. The contractor shall provide excellent customer service with respect to the operation of the Samford Virtual Course Materials Store.
- b. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, virtual/online customer surveys, customer comment opportunities, etc. Customer feedback results shall be shared with the University Administration for evaluation and input.
- c. Refund Policy. The contractor's refund policy shall be sensitive to the needs of Samford Students and customers.

6.9 **Customer Service Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Customer Service Requirements as described in Section 6.8 of the RFP.
- b. Customer Feedback. Describe the methods you will use to obtain regular feedback from Virtual Course Materials Store customers to ensure a high level of customer satisfaction.
- c. Refund Policy. Describe your refund policy for all course materials, including new textbooks, used textbooks, bundled packages, textbook rentals, and digital course materials.

- d. Processing/Fulfillment Of Customer Orders. Describe your company's order processing, order fulfillment, shipping and delivery processes and options.
- e. Order Processing Standards And Metrics. Describe your company's order processing standards and metrics utilized to ensure compliance to standards.
- f. Online Support. Describe the online support for students and faculty who may experience difficulties with access or use.

6F. Staffing / Personnel

6.10 Staffing / Personnel Requirements

- a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a Virtual Course Materials Store.
- b. Faculty Liaison. The contractor shall be responsible, at its sole cost and expense, to provide a Faculty Liaison to coordinate the functions necessary to provide an efficient Virtual Course Materials Store in accordance with the requirements established by Samford University (e.g., course materials adoption coordination, etc.).
- c. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on Samford's premises, all employees, agents and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from Samford University at the University's request.
- d. Employment Laws. The contractor shall comply with all state of Alabama and federal employment requirements.
- e. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).
- f. Equal Employment Opportunity. Except as specifically exempted by federal law requirements, Samford University does not unlawfully discriminate on the basis of race, color, sex, national or ethnic origin, disability or age in the administration or application of its educational programs and policies, admissions policies, employment policies, scholarship and loan programs. Consistent with its Christian mission and organizations, Samford is exempt from the religious provisions of Title VII pursuant to 42 U.S.C. Sections 2000e-1(a) and 2000e-2(e).

6.11 Staffing / Personnel Submittal Requirements

- a. Acknowledge acceptance of Samford University's Staffing/Personnel Requirements as described in Section 6.10 of the RFP.
- b. Company Organization Chart. Provide your company's organization chart.

- c. Staffing Plan. Provide your proposed staffing plan for the Samford Virtual Course Materials Store.
- d. Faculty Liaison. Describe the role of your company's Faculty Liaison, the location of the Faculty Liaison, and the methods of communication between Samford University Faculty and the Faculty Liaison.
- e. Corporate Support Services. Describe your corporate support services.
- f. Requirements Of Samford University Staff. Describe the Samford University Staff support that will be necessary to coordinate and communicate with your company regarding course materials adoptions, problems, out-of-stocks, etc.

6G. Website / Technology

6.12 Website / Technology Program Requirements

Website

- a. Website. The contractor shall manage and operate a Samford University branded Virtual Course Materials website. The Website shall include, but not be limited to, the following:
 - Ordering and reserving course materials
 - Submitting course materials adoptions online
 - Online buyback
 - Online returns/refunds
- b. Technology Integration. The contractor's systems shall have the ability to interface, at the contractor's sole expense, with current and/or future University systems. The University's current SIS is Banner. The current LMS is Moodle and Blackboard.
- c. Website. The contractor shall manage and operate a unique, Virtual Course Materials Store Website. The website shall conform to Samford University design guidelines and link to and from Samford University's Website. The website must meet federal accessibility requirements, which require compliance with WCAG 2.1. The website must be usable by people with disabilities including individuals who are visually impaired, have low vision, are deaf or hard of hearing, have mobility issues, or have cognitive disabilities.

The website must also be mobile friendly, that is, be responsive in design, load quickly on mobile devices, and work equally well across desktop computers, tablets, and smart phones. The website should be structured and built with SEO optimization as a top priority.

The website shall include, but not be limited to, the ability for customers to order and reserve textbooks, course materials, and course related supplies. The website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online.

- d. Website Approval. All aspects of the Virtual Course Materials Store website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the University Store website, and advertising accepted, shall require Samford University's prior written approval. Third-party vendors on the website must be pre-approved by the Samford University Administration.
- e. Website Requirements. The contractor shall operate the website on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.

Technology

- f. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., online adoption technology, technology for web based course materials, technology necessary to comply with HEOA, etc.) to deliver the desired level of service. The contractor's systems shall have the ability to interface with current or future University systems, including but not limited to Banner, Moodle, Canvas, etc. (Note: Samford University will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)
- g. PCI Compliance. To ensure all possible steps are taken to secure Samford Student, Faculty, Staff, and customer personal data, all onsite kiosk technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standard Version 3.2.1 and/or subsequent updates. The contractor must provide a statement acknowledging they are in PCI Compliance (PCI DSS Version 3.2.1) and going forward will continue to provide any PCI Certification documentation that may be required annually. Credit card processing must be through a 3rd party and must be encrypted.

The contractor shall ensure that its employees do not write credit card information down on paper, or keep files of credit card information and that no credit card information is stored in any system on campus.

- h. Customer Data. Customer data shall not be shared or sold by the contractor without the express written approval of the customer.

The contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within 24 hours of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the University shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the University. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

The contractor is responsible for any and all financial costs, including, but not limited to, court costs, legal fees, settlement fees and penalties associated with a customer data breach that is the result of the contractor's neglect or improper management of customer data.

All customer data must be kept confidential and shall not be shared or sold by the contractor.

6.13 **Website / Technology Program Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Website/Technology Program Requirements as described in Section 6.12 of the RFP.
- b. Technology Plans. Describe your plans for state-of-the-art technology (e.g., online adoption technology, technology for web-based course materials, technology necessary to comply with HEOA, PCI compliance, etc.) to deliver the desired level of service. Provide details regarding the purchasing process and ease of purchasing on the Virtual Course Materials Store Website.
- c. Details Re: Technology At Samford University. Include a detailed description of your plans to offer the following:
 - Online course materials ordering program
 - Online course materials adoption program
 - Online buyback program
 - Registration integration program
 - Compliance to HEOA (i.e., textbook ISBN number availability)
 - Compliance to ADA

6H. Tender Types

6.14 **Tender Types Program Requirements**

- a. Tender Types. At a minimum, the contractor shall accept major credit cards, the Samford University Campus Card/University ID Debit Cards, Virtual Store gift cards, bank debit cards, Samford Department Charges, scholarship charges/vouchers, and financial aid account charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from personal checks, credit cards, and bank debit card transactions.
- b. Samford University Campus Card. The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the Samford University Campus Card/Student ID Debit Card and/or another smartcard utilized by Samford currently and in the future, at the Virtual Course Materials Store. The University will reconcile and reimburse the contractor on a monthly basis for Campus Card transactions.

6.15 **Tender Types Program Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Tender Types Program Requirements as described in Section 6.14 of the RFP.
- b. Tender Types/Financial Aid. Describe the tender types that will be accepted at the Samford Virtual Course Materials Store. Include details regarding your company's plan to accept financial aid for transactions at the Virtual Course Materials Store.
- c. Campus Card. Describe your company's program and experience accepting campus cards at colleges and universities with virtual course materials stores.

6I. Financial Reporting

6.16 **Financial Reporting Requirements**

- a. Monthly Reporting. On a monthly basis, the contractor shall submit a sales report to Samford, including sales by category (e.g., new, used, rental, digital, etc.) and total sales for the Virtual Course Materials Store.
- b. Annual Reporting. On an annual basis, the contractor shall submit a detailed Virtual Course Materials Store financial statement to Samford. At a minimum, the Samford Virtual Course Materials Store financial statement shall include the following:
 - Sales by Category/Department
 - Total Sales
 - Commission Paid to Samford
 - Other Financial Data, as Requested by Samford
- c. Contractor's Financial Statement. The contractor shall provide Samford with a copy of its audited company financial statement on an annual basis.
- d. Samford Audit Rights. Samford reserves the right to audit all or any components of the arrangement between Samford and the successful contractor.

6.17 **Financial Reporting Submittal Requirements**

- a. Acknowledge acceptance of Samford University's Financial Reporting Requirements as described in Section 6.16 of the RFP.

6J. Financial Projections

6.18 **Financial Projections Submittal Requirements**

- a. Sales Projections. Provide sales projections for the first five (5) years of operation of the Samford Virtual Course Materials Store. Projections must include the following:
 - Course Materials Sales by Category/Department (e.g., new, used, rental, digital, etc.)
 - Total Sales

(Note: Contractors are required to submit a response to 6.18a.)

6K. Financial Proposal

6.19 Financial Proposal Requirements

One of the goals of Samford is to maximize the financial return from the Virtual Store by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to Samford will be comprised of the following components:

- Financial Return (see Section 6.19a)
 - Signing Bonus/Transition Payment (see Section 6.19b)
 - Additional Financial Incentives (see Section 6.19c)
- a. Financial Return To Samford(Required Response). Describe the financial return your company will remit to Samford for the operation of the Virtual Course Materials Store, including the following:
- The Minimum Annual Guarantee
 - The Commission Schedule expressed as a percentage of Commissionable Sales (see definition below)
 - The commission schedule expressed as a percentage of Pure Digital Course Materials Sales (see definition, below)

Samford's requirements pertaining to the contractor's financial return are as follows:

- **"Course Materials Gross Sales"** shall be defined as all course materials sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Virtual Course Materials Store for any course materials product or service offered by the Virtual Course Materials, including revenue received from textbook rentals. This includes all course materials orders taken or received at the Virtual Course Materials Store, whether such orders are placed at the Virtual Course Materials Store, via the internet (i.e., "on-line sales"), or on-campus.
- **"Course Materials Commissionable Sales"** shall be defined as Course Materials Gross Sales less:
 - Voids
 - Customer refunds
 - Handling fees associated with the non-return of textbook rentals
 - Pure Digital Course Materials Sales
 - Discounts (provided that the discount amount thereof was included in Gross Sales)
 - Sales tax paid by the contractor to any government agency which was collected from customers
- **"Pure Digital Course Materials"** shall be defined as digital-only content that is adopted by Samford University Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of Course Materials adopted by Samford University Faculty that include physical content

and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Materials with a gross margin exceeding 20% shall be included in the calculation of Course Materials Commissionable Sales for the full commission

- The contractor shall pay Samford University the greater of either (i) the Minimum Annual Guarantee or (ii) the sum of the commission as a percent of Course Materials Commissionable Sales, plus the commission as a percent of Pure Digital Course Materials Sales.
- Payments shall be made to Samford based on the Virtual Course Materials Store's Commissionable Sales on a monthly basis via check or electronic funds transfer (EFT). Samford shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual financial guarantee. Regardless of the payment method selected by Samford, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized Samford representatives.

(Note: Contractors are required to submit a response to 6.19a. In addition, contractors are required to complete the Financial Bid Form, Section 6O.)

- b. Signing Bonus/Transition Payment. Provide the Signing Bonus/Transition Payment that you will submit to Samford University.
- c. Additional Financial Incentives. Describe each type of additional financial incentive that your company will provide, along with the corresponding amount for each incentive (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, etc.).

(Note: In addition, contractors are required to complete the Virtual Course Materials Store Financial Bid Form, Section 6O.)

6.20 Financial Proposal Submittal Requirements

- a. Acknowledge acceptance of Samford University's Financial Proposal Requirements as described in Section 6.19 of the RFP.

6L. Transition Plan

6.21 Transition Plan Submittal Requirements

- a. Transition Plan. Describe your transition/conversion plan, including the following:

- Provide a detailed transition plan and timeline that includes information on how your company will accommodate a shift from a full-service on-campus course materials provider business model to a Virtual Course Materials Store in order to meet the University's expectations for a contract start date on or about July 1, 2019. Include a detailed timeline of key dates for the transition.
- Required or assumed University resources
- Adoption processing for Fall 2019. (Note: The selected contractor(s) will be expected to provide course materials support and adoptions processing services upon execution of the contract.)
- Technology (i.e., installation, campus integration, etc.). (Note: The selected contractor(s) will be expected to provide technology integration and implementation support services upon execution of the contract.)
- Miscellaneous/other

6M. Exceptions To RFP

6.22 Exceptions To RFP Submittal Requirements

- a. RFP Exceptions. Identify any exceptions to the RFP that are included in your company's Proposal.

6N. Additional Information

6.23 Additional Information Submittal Requirements

- a. Additional Information. Provide Samford with other information your company feels is pertinent.

**60. OPTION 2: VIRTUAL COURSE MATERIALS STORE
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 COURSE MATERIALS COMMISSIONABLE SALES:

(%) _____

COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS SALES:

(%) _____

2. MINIMUM ANNUAL GUARANTEE:

(\\$) _____

Note: The contractor shall pay Samford University the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Course Materials Commissionable Sales plus the Commission As A Percent Of Pure Digital Course Materials Sales.

3. SIGNING BONUS / TRANSITION PAYMENT:

(\\$) _____

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

(\\$) _____

PROPOSAL SUBMITTED BY:

Company: _____

Company Address: _____

Federal I.D. #: _____

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

SECTION 7: INVENTORY PURCHASE & EQUIPMENT USE

Option 1: Full-Service Bookstore

7.1 Inventory Purchase

Prior to the commencement of a contract, under the direction and supervision of the University and the contractor, a complete physical inventory, with audit trail by item and location, shall be conducted by a professional retail inventory service company. The professional retail inventory service company will be jointly selected by the University and the contractor. The contractor shall incur the entire expense for the professional retail inventory service company. The University and the contractor shall have the right to audit the physical inventory. The Bookstore will remain closed until such time as both parties concur with the accuracy of the physical counts, but in no event shall the Bookstore remain closed for a period in excess of two (2) business days.

The contractor shall purchase the Bookstore inventory from the University at the University's cost. The selected contractor shall purchase the Bookstore inventory as follows:

- New textbooks that have been adopted for an upcoming term or semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to Samford University (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming term or semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of March 2019).
- All general books (e.g., trade books, reference books, technical books, etc.) purchased by the Bookstore in the twelve-month period prior to the contract start date shall be purchased by the contractor at invoice cost. All general books purchased by the Bookstore more than twelve months prior to the contract start date, and in clean and saleable condition, shall be purchased by the contractor at invoice cost. All other general books shall be purchased by the contractor at a price to be negotiated by the University and the contractor.
- All general merchandise purchased by the Bookstore in the twelve-month period prior to the contract start date shall be purchased by the contractor at invoice cost. All general merchandise purchased by the Bookstore more than twelve months prior to the contract start date, and in clean and saleable condition, shall be purchased by the contractor at invoice cost. All other general merchandise shall be purchased by the contractor at a price to be negotiated by the University and the contractor. General merchandise includes, but is not limited to, art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), graduation merchandise, etc.

7.2 Operating Supplies Purchase

The selected contractor shall purchase Bookstore operating supplies, shopping bags, gift boxes, etc., at cost from Samford University.

7.3 **Inventory Payment**

The selected contractor shall pay Samford University for the Bookstore inventory and operating supplies within thirty (30) days from the commencement of the contract.

7.4 **Credit Memo Purchase**

The selected contractor shall purchase from, and pay to the University, the total amount of current unapplied credit memos due to the University from publishers, wholesalers, distributors, and other vendors for Bookstore transactions.

7.5 **Credit Memo Payment**

The selected contractor shall pay Samford University for Bookstore credit memos within sixty (60) days from the commencement of the contract.

7.6 **Inventory Purchase At End Of Contract**

At the termination, expiration, or non-renewal of the contract, or any extensions thereto, Samford University or a subsequent contractor shall purchase the Bookstore inventory from the contractor in the same manner as outlined in Section 7.1 of the RFP.

All national textbook rental titles shall be collected by the contractor at the termination of the contract and will be the property of the contractor.

7.7 **Furniture, Fixtures, And Equipment**

The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that are owned by the University at the commencement of the contract. Any Samford University-owned furniture, fixtures, and equipment in the Bookstore which the contractor decides to no longer use in the operation of the Bookstore shall be turned over to Samford University.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the expiration, termination, or non-renewal of the contract, the contractor shall return any Samford University-owned furniture, fixtures, and equipment used, to Samford University in the same condition as at the commencement of the contract, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by the University, Samford University makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all Samford University furniture, fixtures, and equipment offered for the contractor's use is supplied in "as is" condition and the contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the contractor and Samford University.

Option 2: Virtual Course Materials Store

7.8 Inventory Purchase

Prior to the commencement of a contract, under the direction and supervision of the University and the contractor, a complete course materials physical inventory, with audit trail by item and location, shall be conducted by a professional retail inventory service company. The professional retail inventory service company will be jointly selected by the University and the contractor. The contractor shall incur the entire expense for the professional retail inventory service company. The University and the contractor shall have the right to audit the physical inventory. The Bookstore will remain closed until such time as both parties concur with the accuracy of the physical counts, but in no event shall the Bookstore remain closed for a period in excess of two (2) business days.

The selected contractor shall purchase the Bookstore's current inventory at the University's cost. The selected contractor shall purchase the Bookstore inventory as follows:

- New textbooks that have been adopted for an upcoming term or semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to Samford University (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming term or semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of March 2019).

7.9 Inventory Payment

The selected contractor shall pay the University for the Bookstore inventory within thirty (30) days from the commencement of the contract.

7.10 Credit Memo Purchase

The selected contractor shall purchase from, and pay to the University, the total amount of current unapplied credit memos due to the University from publishers, wholesalers, distributors, and other vendors for Bookstore transactions.

7.11 Credit Memo Payment

The selected contractor shall pay the University for Bookstore credit memos within sixty (60) days from the commencement of the contract.

SECTION 8: CONTRACT TERMS & CONDITIONS

8.1 **Term**

- a. **Contract Term.** The term (“Term”) of the contract (contract to be prepared by Samford University and signed by Samford University, and the selected contractor) will be for five (5) years beginning July 1, 2019, and ending on June 30, 2024. Samford University shall have the option to renew the contract for one-year (1) renewal terms (each a “Renewal Term”) by providing the contractor with one hundred-twenty (120) days written notice of renewal prior to the expiration of the Term or Renewal Term.

8.2 **Termination**

The contract shall contain the following clauses with respect to termination:

- a. **Termination With Cause.** The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of the Bookstore. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the selection of a contractor) and such failure shall continue for thirty (30) days following written notice (the "Default Notice") from Samford University to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then Samford University may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. **Termination For Convenience.** Unless otherwise stated herein or agreed to, any agreement resulting from this solicitation may be terminated by either party upon no less than one hundred-eighty (180) calendar days’ notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in person with proof of delivery.
- c. **Termination For Bankruptcy/Insolvency.** Samford University may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor’s assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

8.3 **Contract Administrator**

- a. **Contract Administrator.** Samford University’s Director of Business Services, or designee, will be the Contract Administrator, for any contract that results from this RFP.

8.4 **Legal Fees**

- a. Legal Fees. The contractor shall be responsible for any attorney and/or court fees in the event the contractor defaults and court action is required.

8.5 **Contract Award**

- a. If Samford University accepts a Proposal, a Contract For Bookstore Management Services will be prepared by Samford University, and signed by Samford University and the contractor.

8.6 **Compliance With Laws**

- a. The contractor agrees to comply with all applicable national, state and local laws and regulations (“Applicable Laws”), including but not limited to relevant employment laws, in the course of providing services under this contract, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, PCI-DSS requirements, as well as Samford University’s policies concerning such laws.
- b. Neither Party shall take any action or omit to take any action that would jeopardize or endanger in any manner Samford University’s licensure, accreditation, federal, state or local tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from the United States government or participate in any manner in federally-related student loan programs.

8.7 **Insurance And Indemnification**

- a. By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the Insurance and Indemnification Requirements included in Attachment A.

ATTACHMENTS

- Attachment A- Insurance And Indemnification Requirements

ATTACHMENT A INSURANCE AND INDEMNIFICATION REQUIREMENTS
--

Indemnification

Vendor in connection with the performance of the purchase order may send any of its agents or employees onto premises owned or controlled by the University. Vendor shall provide safety protection for persons and property in accordance with all applicable laws and regulations and indemnify and save harmless the University from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the work.

Insurance

Contractor's Certificate of Insurance - Successful Bidders will be required to furnish a certificate of insurance with coverage to include but not limited to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. At all times during the term of this Agreement, vendor shall maintain Commercial General Liability Insurance with limits of not less than One Million dollars (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) in aggregate. This certificate must be on file in the Purchasing Department prior to any commencement of work. It is absolutely necessary that "Samford University" be added to the face of the certificate for all coverage except worker's compensation. An endorsement of the waiver of rights of subrogation is required.