



## **Request for Proposals (RFP)**

**No. RFP UB-25-BK-11**

*FOR*

### **Management and Operation of the University of Baltimore Bookstore (On-Line Store and Campus Store)**

**ISSUE DATE: DECEMBER 3, 2024**

**ISSUING OFFICE:**

UNIVERSITY OF BALTIMORE  
Office of Procurement  
1420 N. Charles Street, Baltimore, MD 21201

Beth Kirk, Director of Procurement  
Email: [bvukirk@ubalt.edu](mailto:bvukirk@ubalt.edu)

and

Stacey Brooks, Contract Specialist  
Email: [sbrooks@ubalt.edu](mailto:sbrooks@ubalt.edu)

The Issuing Office is the sole point of contacts for this procurement.

**NOTICE:** Prospective Proposers who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office. This is a courtesy, the University does not take responsibility if any Prospective Proposer is not informed of communication issued under this RFP. It is the sole responsibility of any Prospective Proposer to visit the University's website for all documents relating to this RFP. Visit: <http://www.ubalt.edu/about-ub/offices-and-services/procurement/information-for-merchants/current-ub-solicitations.cfm>

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**Management and Operation of the  
University of Baltimore Bookstore**

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ATTACHMENT A: Company Profile Form (Attached)

APPENDIX A: Proposal Forms (Provided under a separate cover)

- Bid/Proposal Affidavit
- Conflict of Interest Affidavit and Disclosure
- Acknowledgement of Receipt of Addenda, if any issued
- Vendor Feedback Form (if applicable)
- Contract Acknowledgement and Acceptance Form

APPENDIX B: Financial/ Revenue Proposal Documents and Forms  
(Provided under a separate cover) (Shortlisted and Invite Firms ONLY)

APPENDIX C: Contract Documents and Forms (Provided under a separate cover)

APPENDIX S: Solicitation Terms and Conditions (Provided under a separate cover)

EXHIBIT 1: Student Center First Floor Plan (Attached)

### SOLICITATION SCHEDULE

Issued Date:	December 3, 2024
Pre-Proposal Conference - Virtual:	December 11, 2024, at 10:30 AM ET
Site Visit of the Current Campus Store (if held)	December 12, 2024, at 12:00 PM ET
Last Day for Questions:	December 13, 2024, at 12:00 PM ET
Responses to Questions by:	by COB December 18, 2024
Technical Proposal Due Date:	January 10, 2025 at 2:00 PM EDT
Virtual Oral Presentation/Discussion Session(s): For invited shortlisted firms only	January 27-28, 2025(Projected)
Financial and Price Proposal Due Date:	February 3, 2025 at 10:00 AM ET (Invite Firms Only)
Contractor(s) Selection Anticipated to be finalized:	February 24, 2025 (Projected)
Contract Commencement:	July 1, 2025 (Projected)

Note: Proposals are to be provided by the due date noted above. Proposals are to be submitted in digital format to Issuing Office – see instructions below.

## SECTION I.

### GENERAL INFORMATION

#### 1.1 OBJECTIVE.

The University of Baltimore (UBalt) is soliciting proposals from qualified professional firms for **management and operation of an academic on-line store and campus store, also referred to as the “Bookstore/s”** and optionally a coffee bar. The purpose of this Request for Proposal (RFP) is to select from among competing proposals the optimum combination of revenue functionality and service to meet the requirements outlined herein. Proposals will be independently evaluated and ranked considering all the specifications contained herein.

The work to be performed under this proposal shall be provided by fully trained and experienced professionals with appropriate license(s) and shall consist of all necessary supervision, labor, equipment, materials and insurance to perform a complete and acceptable job to the satisfaction of the University of Baltimore’s representative. The University reserves the right to purchase items and services not specifically listed in this RFP from the successful contractor.

#### 1.2 OVERVIEW OF THE UNIVERSITY OF BALTIMORE.

Founded in 1925, The University of Baltimore is one of 12 institutions that comprise the University System of Maryland, the nation's 12th largest university system. The University of Baltimore offers career-focused graduate, doctoral and undergraduate programs and certificates in law, business, public affairs and the applied arts and sciences. Designed for working adults, UBalt academic programs are offered in flexible formats, including day, evening, weekend, in person, online and hybrid options. UBalt offers excellent teaching and a supportive community for graduate, professional and undergraduate students in an environment distinguished by outstanding student outcomes, academic research and public service, particularly in the Baltimore region. The University is organized into four schools/colleges, including the School of Law, the Merrick School of Business, the Yale Gordon College of Arts and Sciences, and the College of Public Affairs.

Our campus comprises 11 acres in the heart of midtown Baltimore near Penn Station. UBalt’s campus includes eight main buildings plus structured parking totaling approximately 1 million square feet. In addition, UBalt owns ancillary buildings near campus and several small parking lots. UBalt is a non-residential campus as most of our students are older, working adults.

As the University prepares for its centennial in 2025, we strive to build upon our legacy and leverage our strengths to forge a bold future. UBalt’s strategic goals, as described in UBalt’s strategic plan are:

1. Position UBalt as the region’s premier professional, career-focused university
2. Strengthen student success
3. Solidify UBalt’s commitment to community engagement and service
4. Organize for long-term financial stability

5. Achieve excellence in research, scholarship and creative activity
6. Strengthen UBalt's commitment to diversity, equity and inclusion

In fall 2023, UBalt enrolled 3,101 students; 1,292 undergraduates, 1,089 graduate students, and 720 law school students.

By design, UBalt serves a nontraditional population:

- The majority of UBalt students are enrolled in graduate programs.
- Nearly all our undergraduate students enroll at UBalt after completing credits elsewhere including those who have completed community college programs.
- The average age of our undergraduate students is 27.
- Our overall student population is 57 percent minority.
- Our student population is evenly divided between full-time and part-time students.
- The majority of our undergraduate students are first generation students and/or high financial need students as determined by the U.S. Department of Education.
- UBalt has been designated by the U.S. Department of Education as a Predominantly Black Institution (PBI), the only four-year university in Maryland with this designation and one of approximately 67 nationwide.
- Our campus is oriented toward the needs of our non-traditional, career-oriented students, and therefore, does not provide residence halls, meal plans, intercollegiate athletics, or fraternities or sororities.
- UBalt delivers instruction and services in a flexible environment with in-person, virtual/online, and hybrid modalities to suit our older, non-traditional student populations. The University has a long tradition with the combination of in-person and online instruction; we were the first in the country to offer a fully online MBA program accredited by AACSB International.
- UBalt students are highly successful, as demonstrated by UBalt's ranking in the top 5 percent of master's universities in the nation for earning performance 10 years after entering college, according to Washington Monthly.

With nearly a century of success as the career-minded, city-focused institution for Baltimore and the region, the University is determined to build on its success. UBalt is well positioned for the changes underway in higher education. And we are committed to our continuing role as an anchor institution in Baltimore, contributing in meaningful ways to the surrounding community. UBalt is not only the University **of** Baltimore, but also the University for Baltimore.

For more information about UBalt, visit <http://www.ubalt.edu>

### **1.3 ISSUING OFFICE.**

Beth Vu Kirk, Director of Procurement  
University of Baltimore  
Office of Procurement  
1420 N. Charles Street, Baltimore, MD 21201

[bvukirk@ubalt.edu](mailto:bvukirk@ubalt.edu)

and

Stacey Brooks, Contract Specialist  
University of Baltimore  
Office of Procurement  
1420 N. Charles Street, Baltimore, MD 21201

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

#### **1.4 MINIMUM QUALIFICATIONS.**

Firms must demonstrate the following qualifications, at a minimum, to be deemed eligible for award by completing Attachment A. Firms that do not include the required information that demonstrate the minimum qualifications shall not be considered for award. The University reserves the right to waive this requirement.

- The contractor shall have a minimum of five years successful experience in management and operation of an academic bookstore, including textbooks, printed and digital reference books, used textbooks, and software.
- The contractor shall have a minimum of five years successful experience in selling college or university branded, premium quality merchandise, to include at a minimum apparel, student school supplies, and novelties.
- The contractor shall have a minimum of five years successful experience in management and operation of campus convenience stores, selling items such as snacks, beverages, school supplies and miscellaneous retail.

#### **1.6 QUESTIONS AND INQUIRIES.**

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via the link provided below. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the University may not have been received. It is the sole responsibility of potential proposers to ensure inquiries/questions are received and responded to in writing prior to the last day questions are due. Only written communication relative to the procurement shall be considered.

All questions will be answered in writing, in the form of an addendum to the RFP. Both questions and answers will be distributed, without identification of the inquirer(s), to all prospective contractors who are on record with the Procurement Officer as having received this RFP. No oral communications from the project team can be relied upon for proposal purposes.

Should a Proposer find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the Proposer should request clarification from the Procurement Officer. Failure to request a clarification prior to the due date will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents; Proposers will be bound to the University's interpretation.

Potential proposers are advised that the University reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions.

All such questions and inquiries must be received by the date provided in the RFP or as updated via Addendum.

All Questions must be sent via a Word attachment to the following link: [RFP Questions](#)

#### **1.7 RFP REVISIONS OR AMENDMENTS TO THIS RFP.**

The University reserves the right to amend this solicitation at any time prior to the proposal due date. If it becomes necessary to amend any part of this solicitation, the Procurement Office will post a copy of the amendment or addendum to the University's digital list of Current Solicitations.

<https://www.ubalt.edu/about-ub/offices-and-services/procurement/information-for-merchants/current-ub-solicitations.cfm>

Interested Offerors are solely responsible for checking the website daily (recommended twice a day, morning and at close of business to ensure your firm is informed). The Procurement Official may also send a copy of the amendment or addendum to all prospective Proposers that are known to have received a copy of the RFP. All amendments/addenda will be identified as such. If necessary, the proposal due date may be extended. Proposers are required to acknowledge the receipt of all amendments, addenda, and clarifications issued. (Reference Appendix A, provided under a separate cover)

## 1.8 PRE-PROPOSAL CONFERENCE.

There will be a **virtual** Pre-Proposal Conference held in conjunction with the RFP. Attendance at the Pre-Proposal Conference is not mandatory.

The conference will be held via Microsoft Teams. The purpose of this preproposal conference is to review only the RFP documents. A list of the attendees will be shared via an Addendum.

If your firm is interested in attending the Virtual Pre-Proposal please click on the link provided to register by **December 5, 2024, 10:00 AM ET**, [Pre-Proposal Conference Registration](#), a link to attend will be provided at a later date to registered attendees.

Potential Proposers /Offerors who are interested may request a brief tour of the current campus store to include the sites for the convenience store and coffee bar, by registering for the tour noted in the solicitation schedule. Requests should be sent to the Procurement Official via email to [sbrooks@ubalt.edu](mailto:sbrooks@ubalt.edu). Request must be received by **December 5, 2024, 10:00 AM ET**. Late requests will not be accepted. Stacey Brooks will confirm receipt and if the tour shall be held.

Click here to view UBalt's [Campus Map](http://www.ubalt.edu/uploads/pdfs/campusmap.pdf). <http://www.ubalt.edu/uploads/pdfs/campusmap.pdf>

During the pre-proposal conference and visit/tour of the current Campus Store (also see Exhibit 1), the University may answer questions from participants. Answers may not be immediately available for complex questions. Questions received will be shared/provided in writing, however, interested offerors are responsible to ensure their questions are provided in writing and responded to in writing by the due date. ONLY written questions and responses shall be incorporated into the RFP via an Addendum.

The Pre-Proposal Conference and tour date/time is subject to change. Proposers are advised to visit the University's Procurement website daily for the most updated information.

**SPECIAL ACCESS**: Any attendees requiring special assistance in attending the Pre-Proposal Tour, should contact the Issuing Office within 5 business days prior to the Pre-Proposal Tour date.

## 1.9 PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFER.

Proposals may be modified or withdrawn by written notice received at the Issuing Office before the proposal due date and time.



**1.10 CLOSING DATE.**

Proposals must be submitted no later than the date and time specified in the Solicitation Schedule or as amended. Proposals in digital format, as well as transactions, and communication, in specified format, are permitted for this procurement. Proposals must be sent to the issuing office by the date and time noted in this RFP or as amended via an addendum. Attachments must not be zipped or compressed. Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. The names of offerors and awarded firm will not be released until after award. At the University's sole discretion, the Solicitation Schedule may be modified. Note: The time and date stamp used by the University's software system is the official record.

**1.11 NO PUBLIC OPENING OF PROPOSALS.**

A public opening of technical and price proposals will not be held.

**1.12 PUBLIC INFORMATION ACT NOTICE.**

Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your proposal with a statement that the entire content is proprietary, or to use a page header or footer that arbitrarily marks all pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

**1.13 PROCUREMENT METHOD.**

This solicitation shall be conducted in accordance with the provisions of the University System of Maryland's (USM) Procurement Policies and Procedures. Specifically, the procurement method employed shall be Competitive Sealed Proposals.

**1.14 ECONOMY OF PREPARATION.**

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

**1.15 CONTRACT TERM.**

The initial contract term will run for five (5) years beginning at the University's Notice to Proceed. The University reserves the right to renew the contract on the basis of pricing and revenue established in the contract with the same contract terms and conditions, for up to five additional, one-year renewal periods, a total of 10 years.

**1.16 PAYMENT SCHEDULE and REVENUE PAYMENT SCHEDULE.**

**Payments** by the University will be made quarterly in arrears, on a net 30-day basis, unless a payment schedule was accepted and agreed to under the proposal and executed contracts. The fee is to be inclusive of all costs.

**Revenue** paid to the University by the Contractor is to be paid to the University of Baltimore in accordance with the schedule to be finalized in the contract documents. See Form for Revenue Proposal, in Appendix B.

**1.17 CONTRACT ADMINISTRATION.**

A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specification of the contract and to ensure adequate and timely follow up.

**1.18 CONFIDENTIALITY STATEMENT FOR CONTRACTORS.**

The successful Proposer will be required to sign the Confidentiality Statement for Contractors. See Appendix C (provided under a separate cover) for the contractual confidentiality obligations.

**1.19 ACCEPTANCE OF TERMS AND CONDITIONS.**

By submitting a Proposal, a Proposer shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFP shall not be accepted nor be made part of any Contract, if awarded.

**1.20 MINORITY BUSINESS ENTERPRISES (MBE).**

An MBE goal is not required under this RFP.

Minority participation is important to UBalt and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business

Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.

During the life of the contract, should the University agree to pay the awarded contractor for services, the University may impose an MBE goal towards the applicable service/s.

**1.21** The Technical Proposal and/or Financial Proposal, either individually or collectively, is considered by UBalt to be an Offer.

**1.22 ALTERNATE SOLUTION PROPOSALS.**

All proposals will receive careful consideration if they do not depart from the intent of these specifications and are in the best interests of UBalt as interpreted by UBalt. However, if the services offered differ from the provisions contained in these specifications, such differences must be explained in detail. If any alternate equipment, services, features, or other items are offered, supplementary proposals may be submitted in an abbreviated form of the basic format with a separate financial proposal.

A Contractor may offer exceptions to any technical requirement. UBalt will evaluate any offered alternatives in terms of its needs and interests and either accept or reject the alternative offers as it deems it to be in its best interests. However, inability to contractually guarantee any statement or specification stated in your response may result in elimination from consideration.

**1.23 MULTIPLE PROPOSALS.**

An offeror may provide multiple proposals. Any single offeror may present **up to two** separate proposals (but not more than two). Each proposal should be complete, and respond to all the requirements of the RFP. If multiple proposals are offered, they should be clearly identified, including identification in page headers or footers to avoid confusion, and submitted separately as two separate submissions, via the link/s provided.

Each proposal will be independently evaluated. The University will rate and rank proposals deemed susceptible of receiving an award in accordance with its evaluation of the proposal content.

**END OF SECTION I**

**SECTION II.**

**STATEMENT OF WORK**

**2.1. BACKGROUND AND CURRENT PHYSICAL LOCATION:**

Currently, the campus store is located on the first floor of the Student Center, 21 W. Mt. Royal Avenue (see Exhibit 1), with the store visible from Mt. Royal Avenue and the shuttle bus stop. *The Hive* campus store occupies approximately 1,516 sq. ft.

Barnes and Noble has managed and operated the University of Baltimore Bookstore for the past 14 years in a variety of physical locations, and with varying retail space and operations. Currently, the store contains no textbooks, but instead focuses on logo items including apparel, school supplies, frames and other graduation items, snacks and cold bottled beverages, a self-service coffee kiosk, gifts and computers. Textbook sales are strictly online, except for a few course packets for which it makes more sense to print locally and sell in the store. There is a small section of non-academic books including bargain books, and themed-topic book displays are rotated, usually monthly.

A convenience store is closed and currently used as storage. Also, a coffee bar, currently closed, and associated coffee bar storage are available. The convenience store and coffee bar closed when the campus closed during the pandemic, and have not reopened.

The Bookstore will also have access to cage storage and the loading dock located on the North side of the Student Center Building (Morton Alley).

**2.2. Bookstore Sales by Academic Year**

	FY19	FY20	FY21	FY22	FY23	FY24*
Digital Products	297	8420	69257	77277	85337	68556
New Books	32,665	61,234	351,171	320,360	305,476	232,642
Textbooks Rentals	8	5119	21,799	16,195	15,513	14,635
Trade Books	14,799	3031	0	1039	4656	1607
Used Books	722	11,196	103,209	96,747	75,709	51,075
<b>Total Book Merchandise</b>	<b>\$48,491</b>	<b>\$89,000</b>	<b>\$545,436</b>	<b>\$511,618</b>	<b>\$486,691</b>	<b>\$368,515*</b>

\* FY 24 = 6 months

	FY19	FY20	FY21	FY22	FY23	FY24*
Café & Convenience	176,651	120,745	0	3589	11,064	4871
Computer Products	74,984	80,388	15,177	9723	25,927	10,735
Emblematic Clothing & Gifts	90,064	66,473	35,511	40,993	42,388	16,557
Other	123,878	61,618	59,203	128,425	74,552	64,473
School Supplies	26,793	19,658	3247	5591	8035	5390

<b>Total General Merchandise</b>	\$492,370	\$348,882	\$113,138	\$188,321	\$161,966	\$102,026*
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\* FY 24 = 6 months

**2.3. Physical Space**

<b>List of Spaces Associated with the Campus Store</b>	<b>Approximate Square Feet</b>	
Sales floor looks out on Mt. Royal Ave.	1,516	
Convenience store (closed)	754	
Office/ storage within convenience store	118	
Shipping/Receiving (includes locked cages)	289	
Coffee Bar (closed)	326	
Storage for coffee bar	138	

**2.4. ENROLLMENT AND REVENUE**

Note that the first row in the table is for the latest **six months** reported. The other five rows are for a period of **12 months**.

<b>Period</b>	<b>Location</b>	<b>Enrollment</b>	<b>Gross Sales</b>
July 1, 2023 - Dec 31, 2023	Student Center	3101	\$476,515
July 1, 2022 - June 30, 2023	Student Center	3325	\$655,220
July 1, 2021 - June 30, 2022	Student Center, reopened August 2021	3710	\$706,867
July 1, 2020 - June 30, 2021	Student Center, operated virtually	4169	\$670,893
July 1, 2019 - June 30, 2020	Student Center, closed March 2020	4476	\$435,720
July 1, 2018 - June 30, 2019	Reopened in Student Center July 2018	5040	\$529,926

**2.5. FIXTURES, FURNISHINGS, & EQUIPMENT**

Fixtures, Furnishings, & Equipment (FF&E) in the Convenience Store is owned by the University and will be provided for contractor’s use at no cost. All the Coffee Bar equipment is owned by the University and will be provided for contractor’s use at no cost.

<b>Furniture - Description</b>	<b>Quantity</b>	<b>Length (in inches)</b>	<b>Width (in inches)</b>	<b>Height (in inches)</b>
Sm. Wooden Table	1	31.5	23.5	24
Black Table	2	36	36	30.5
Sm. Table w/ Wheels	5	31	24	18
Carousel	2			78
Lrg. Bookshelf	1	48	16	92
Black Rack	1	48	13	54
Lrg. Table w/ Wheels	2	48	48	30
Circular Rack	1			52.5
Black Stand	1	40.5	24.5	48
Free Standing Black Rack	3	64	36	48
Polish Counter	1	50.5	24	35
Black Counter	1	36	20	32
Black Coffee Table	2	26	20	31
Bookshelf	1	48	17	34

**3. STATEMENT OF WORK**

**3.1. SCOPE OF SERVICE**

**3.1.1 Overview:**

The contractor shall manage the operation of the online full-service bookstore and campus store collectively referred to as the “Bookstore.” The University is focused on course material affordability for Students. As part of this focus, the University will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER) and inclusive access programs. It is the University’s hope that the selected contractor will bring value-added programs and services with respect to digital delivery. 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 the University.

The contractor shall manage the campus store and operate a full-service Website, and the operation of a coffee bar if available and elected.

Current online store: [Welcome to The UBalt Bookstore - University of Baltimore](#)

**a. Products and Services.** The contractor shall provide the University community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, rental textbooks, general books, reference books, supplies, computer

software, computer/technology products, general merchandise, emblematic clothing, emblematic gifts, convenience items, health and beauty aids (HBA's), graduation related merchandise, and other services expected from a full-service Bookstore.

**d. Right To Operate Bookstore.** The contractor shall have the right to operate the Bookstore. However, the University is authorizing the sale of certain items by approved vendors, student groups, or by organizations of the University.

**e. University Authority Re: Product Offerings.** The contractor shall withdraw from display or sale, any item or items, which the College requests not displayed or sold.

**f. Location and Programs.** The University has the right to add or remove programs and the Bookstore location if the University deems such additions or removals are in the best interest of the institution.

The University shall pay for and coordinate all utilities. Telephone and computer services are coordinated through the Office of Technology Services (OTS).

University Programs:

1. Law, Justice and Public Affairs
2. Business and Entrepreneurship
3. Communication and Design
4. Psychology, Health and Human Services
5. Cybersecurity, Gaming and Technology

**g. 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 to capitalize on sales opportunities.

**h. Website/Social Media.** The contractor shall manage and operate a full-service Website, and social media program on each campus.

**i. Special Events.** The Bookstores shall support special events (lectures, readings, speakers, etc.) on campus by selling books at University events.

**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 each campus.

**k. Environmental/Sustainability Practices.** The contractor shall utilize environmentally friendly practices in its operation of the Bookstores and shall abide by the University's environmental/sustainability practices.

**l. Reporting Requirement.** The contractor shall report to Office of Auxiliary Services, for matters pertaining to the Agreement. The contractor shall report to a designee for matters pertaining to the Bookstore. The contractor's Regional Manager will meet with the University designees on a quarterly basis, at a minimum, to review performance. Additional meeting may be require as deemed necessary by the University.

**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 Agreement, 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 Bookstores provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

### **3.1.2 Customer Service:**

**a. Customer Service Expectations.** The contractor shall provide excellent customer service at the Bookstore and on-line.

**b. Nametags/Identification Tags.** The contractor shall ensure that the Bookstore employees wear nametags/identification tags.

**c. Image Of The Bookstores.** The contractor shall operate the Bookstore in a manner that reflects the image and reputation of the University and supports the mission of the University. The contractor shall become involved in the academic, cultural, and social environment at the institution, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of each institution, and, where and when appropriate, creating temporary selling points at various sites around the campuses in connection with special events and programs.

**d. Support Of Student Organizations.** The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of each institution 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 University's Designees on each campus for evaluation and input. The University shall reserve the right to seek additional customer feedback by whatever method deem appropriate for their purposes.

**f. Hours Of Operation.** Hours of operation shall be defined by the University in conjunction with the contractor. Hours of operation may be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Orientation, etc.). Changes to the defined hours of operation must be approved by the 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 the University.



**g. Refund Policy.** The contractor's refund policy must be sensitive to the needs of students and customers **and not less than the add/drop period at each institution.**

### **3.1.3 Staffing / Personnel:**

**a. Staffing.** The contractor shall be responsible, at its sole cost and expense, to employ and train all personnel necessary for the efficient operation of full-service Bookstore in accordance with the requirements established by the University.

All of Contractor's Management employees that will provide service under this contract must complete not less than four hours of sexual harassment sensitivity training. Those managers will be responsible for conducting sexual harassment sensitivity training for all of Contractor's employees that work at UBalt.

**b. Organization Chart/Staffing Level.** The contractor shall present its organization chart/staffing level to the University designee for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the University.

**c. Current Bookstore Employees.** Contractor shall provide an opportunity for current campus store staff to apply for positions.

**d. Managers.** The Business Managers assigned to the Bookstore ( On-line and Campus Store) by the contractor must be approved in advance by the University. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, the University. The University expects management continuity (i.e., limited turnover of the Managers) in order for the contractor to meet the expectations and requirements of the University.

During the life of the contact, the Contractor shall appoint a competent and experienced Business Manager to act as its resident representative, and to supervise its employees and subcontractors during the term of the contract. The Contractor shall also identify additional personnel who shall support the designated Business Manager, and be available to UBalt in the absence of the primary Business Manager. The Contractor must provide and keep current list of names and contact numbers of all personnel who will be working under this contract. The contractor shall proactively provide a new list of all personnel who will be working under this contract to the University Project Manager when changes in personnel or contact information happens.

The University has the right to demand replacement of Bookstore Staff at its written request

**e. Student Employees.** The contractor shall look to fill employment opportunities with students at the University, 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 premise, 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 University at the University's request.

**g. ADA.** The contractor shall comply with the Americans with Disabilities Act (ADA).

**h. Employment Laws.** The contractor shall comply with all state and federal employment requirements.

**i. Background Checks.** The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent Contractors.

**3.1.4 Course Materials. Course materials /Textbooks will include but may not be limited to:**

- Printed Textbooks
- Rental Textbooks
- Used Textbooks
- Digital Textbooks
- Custom Course Packets
- Access Codes for Software and any electronic materials
- Access Codes for Subscriptions

**a. Agent For The Collection Of Textbook Adoptions.** The contractor shall be the University's agent for the collection and compilation of course materials adoptions and for providing course materials to students. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically in a timely manner that provides students with necessary materials prior to the start of the semester.

The textbook/course material adoption method shall be:

- Web-based
- Streamlined adoption method for previously adopted materials
- Capable of integrating with faculty list to provide pre-programmed access
- Ability to adopt materials which do not have ISBNs

**b. University Rights Re: Adoption Data.** Course materials adoption data, shall be in the electronic form, provided to the contractor by faculty or staff are the property of the University. The contractor shall display the textbook adoption information online, within 24 hours of the adoption. The bookstore will confirm, in writing, with a faculty member that the number of textbooks required for a course will be in stock. In the event that the number of books will not be in stock, the store management will personally explain to the faculty member and the contract representative the reasons for the difference as well as the contingency plan to acquire more books.

Guarantee that the bookstore will always be the best available source for all students who wish to purchase a course textbook. If not, the vendor will refund the difference in cost to the student(s) who furnish proof that a lower cost book was available, according to the policy.

**c. Early Textbook Adoptions.** The contractor, working with institution's faculty, shall make every effort to obtain early course materials adoption commitments in order to 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.

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

**e. Comprehensive Course Materials Services.** The contractor shall provide comprehensive course materials services and shall work closely with the University to support all Academic Programs.

**f. Distance Learning Programs.** The contractor shall provide course materials for current or future distance learning programs. The Contractor shall adapt to future textbook/ material delivery methods which may emerge in the industry.

**g. Custom-Published Materials.** The contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.

**h. Textbook Rental Program.** The contractor shall provide full-service textbook rental programs at each institution.

**i. 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, etc. Throughout the contract, the University will continually evaluate digital delivery programs in the marketplace and will have 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.

**j. Open Educational Resources.** The Contractor shall provide access to OER course materials to support academic programs as needed/required by Faculty.

**k. Online Course Materials Ordering.** The contractor's website for each institution's Bookstore shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.

**l. Students With Disabilities.** The contractor will provide required course materials services to students with disabilities through collaboration with each institution.

**m. Veteran Students utilizing VA education Benefits.** The contractor will work with the university to ensure that VA Education Benefits may be used to purchase materials utilizing established billing protocols.

**n. HEOA/Other Laws.** The contractor shall work with the Colleges to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.

**o. Desk Copies.** The Colleges prohibit the purchase and sale of complimentary/desk copies by the Bookstores.

**p. Buyback.** The Bookstores 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 Bookstores 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 Bookstores 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.

### **3.1.5 Course Materials Affordability / Pricing Policies:**

**a. Course Materials Affordability.** MCCS is extremely committed to making course materials affordable to students at each institution. The contractor's course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in this RFP.

**b. Pricing Policy-Course Materials.** The contractor shall adhere to the following course materials pricing policy:

- "List-Priced" new textbooks shall be sold at no higher than list price.
- "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
- "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- "Net-Priced" bundled packages of course materials (e.g., 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 Bookstores 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 Bookstores at no higher than the retail price established by the publisher.

- 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. Surcharges.** There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.(i.e., The above formulas shall be applied to the

**d. UBalt Audit Rights.** UBalt has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

### 3.1.6 General Merchandise Pricing Policies:

**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.

### 3.1.7 General Merchandise and Marketing:

**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, uniforms, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation related merchandise, and other services expected from full-service Bookstores. (Note: The selection of computer hardware to be sold in the Bookstores must be approved in advance by the University.)

**b. Emblematic Clothing And Gifts.** The contractor shall promote and brand the institution by offering a broad selection of emblematic clothing and gifts that comply with the University's current 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. New Product Lines.** The contractor shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, and visitors) and generate traffic into the Bookstore.

**d. Website/Social Media.** The contractor shall be required to maintain a full-service Bookstore Website. The Website will feature a full range of emblematic merchandise. The contractor shall develop and implement a social media marketing and promotion strategy. To the extent that the contractor develops its own social media sites (e.g., Facebook, Instagram, X formerly known as twitter) or integrates with the University sites, the contractor shall be required to keep its posted information up-to-date, refresh its sites frequently consistent with effective social media strategies, and conform to the University's social media standards and practices.

**e. Graduation Merchandise.** The contractor shall offer graduation merchandise (e.g., regalia rentals or sales as defined by each institution, diploma frames, announcements, etc.) in the Bookstore and at other locations as designated by the University during graduation.

**f. Licensing Program.** The contractor shall only purchase branded merchandise from vendors who adhere to the Licensing Program requirements at the University.

**g. 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 meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

### **3.1.8 Tender Types/Discounts:**

**a. Tender Types.** At a minimum, the contractor shall accept cash, major credit cards, current or future campus cards. Bookstore gift cards, bank debit cards, and financial aid account charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts.

**b. Campus Cards.** The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept current campus cards and/or other smartcards utilized by the University in the future, at the Bookstore. The University will reconcile and reimburse the contractor on a quarterly basis for Bookstore transactions.

**c. Department Charges. Departments shall** receive a minimum of a twenty percent (20%) discount, with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.

**d. Faculty/Staff Discounts.** Faculty and staff shall receive a minimum of a ten percent (10%) discount, with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.

**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).

### **3.1.9 Emblematic/Logo Products /UBalt Branded Merchandise:**

A diversified, premium quality assortment of apparel and other logo merchandise will be displayed prominently in the store throughout the school year. Creative displays will be utilized to attract customer attention, create interest and generate sales both in the store and online.

All apparel must be expressly approved by the designated University of Baltimore contract administrator. The University reserves the right to reject any apparel or miscellaneous merchandise item that does not conform with the approved logo of the University

### **3.1.10 Technology:**

**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: The University will not buy out the un-depreciated 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's systems.

**c. Website.** The contractor shall provide and maintain a website for the University's Bookstore. The site shall conform to university design guidelines and link to and from the University/Schools Websites (if applicable). The Bookstore Websites shall include, but not be limited to, the ability for customers to order and reserve textbooks, order general books and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Websites, including products sold (whether by the contractor or by a third party vendor), links to and/or from the Bookstore Websites, and advertising accepted, shall require the University prior written approval.

**d. 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. The contractor shall provide annual PCI certification documentation.

**e. Mastercard, And Visa (EMV) Compliance.** The contractor shall ensure that the Bookstore's methods of electronic payment are compliant with EMV standards for authorizing credit and debit card transactions.

**f. 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 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.

### **3.1.11 Financial Reporting:**

**a. Monthly Reporting.** On a quarterly basis, the contractor shall submit a detailed sales report to the Office of Auxiliary Services, including campus store sales, website sales, sales by category, non-commissionable sales (with supporting detail), and consolidated sales for the Bookstore.

**b. Annual Reporting.** On an annual basis, the contractor shall submit a detailed Bookstore financial statement to the 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 the University
- Profit/Loss
- Dollar Amount of "Retail Textbook Buyback"
- Dollar Amount of "Wholesale Textbook Buyback"
- Number of Class Rings Sold (if applicable)
- Web Site Sales

**c. Contractor's Financial Statement.** The contractor shall provide the University with a copy of its certified company financial statement on an annual basis.

The contractor will be required to provide audited reports of annual revenue, in a format that complies with accepted accounting principles.

### **3.1.12 University Obligations:**

- The University shall provide the contractor with:
- Space including; Bookstore, offices, and stock room facilities as described in this RFP.



- Access to campus web services, campus telephone services, and voice answering system at the standard University rate.
- Security service for the Bookstores provided by the University in the same manner provided for other University buildings.
- UB will pay for and coordinates all utilities. Telephone and computer services are coordinated through the Office of Technology Services (OTS).

### **3.1.13 Contractor Obligations:**

The contractor shall provide the following as part of its management and operation of the campus store:

- **Vehicles.** The contractor shall provide Vehicle(s) necessary (if any) for the operation of the Bookstore.
- **Cleaning and Maintenance.** The contractor shall properly maintain (to the satisfaction of the University) the interior of the Bookstores, 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 the University
- **Internal Security.** The contractor shall collaborate with University Security Department(s) and the University Administration(s) 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 University Security Departments and Auxiliary Enterprises.
- Unless otherwise stipulated, the Contractor shall provide all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance of the work. The Contractor shall verify conditions at the facility, including door openings and passages. Any and all special handling requirements shall be provided and paid for by the Contractor.
- The Contractor's use of "campus web services" (including but not limited to: campus network and Internet access) shall be bound by all University information and technology policies, which can be referenced here: [https://www.ubalt.edu/policies/#information\\_technology](https://www.ubalt.edu/policies/#information_technology)

**END OF SECTION II**

## SECTION III.

### Article 1. SUBMISSION AND TECHNICAL PROPOSAL RESPONSE REQUIREMENTS

#### 1.1. SUBMISSION.

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following Team Dynamix link [Proposal Submission](#).

Proposal documents are to be submitted as an attachment in PDF format (no zipped files). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing digital copies of the Proposal to the University, the Proposer grants the University the unlimited right to generate additional digital and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

Financial Proposals shall not be included with Technical Proposals. ONLY shortlisted firms shall be invited to submit a Financial Proposal.

Proposers are to:

**SUBMIT ONE PDF TITLED: “*FIRM NAME\_TECHNICAL PROPOSAL*”**

#### 1.2 INITIAL TECHNICAL CRITERIA.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal.

Proposers must organize their proposal in the same order as the requirements listed in the RFP. Each requirement must be addressed in the proposal, and that response should be enumerated with the same section numbers listed in the RFP Requirement.

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm’s response. Proposers are requested to compile their Proposals in the same order. It is the Proposer’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for the University of Baltimore.

**Offerors shall clearly indicate and delineate if the service, process, and response to the technical response requirements are for/provided via the on-line store, campus store or both.**

### **1.3 TECHNICAL RESPONSE REQUIREMENTS.**

Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail. The Proposal should be divided and organized by clearly defined AND separated Sections (1-26) referencing and responding to the response requirements Sections and sub-sections (Section 1-26) as provided below.

#### **1.3.1. Section 1: Transmittal Letter.**

A transmittal letter referencing the proposal title and number. The transmittal letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal, must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. Include the Proposer's official business address and state in which it is incorporated or organized (if Proposer is not an individual). **An appropriate contact name, title, phone number, and email address should also be provided for use by the University during the procurement process.** Do not include price information in the transmittal letter.

**Signing of Forms:** A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

#### **1.3.2. Section 2: Table of Contents.**

Include a Table of Contents displaying the organization of the proposal being submitted.

#### **1.3.3. Section 3: Executive/Management Summary.**

The Executive/Management Summary should contain a brief synopsis of how the Offeror's proposal meets the needs of the University. Included in this summary a statement:

1. Your firm's proposal shall remain in effect for a minimum period of 180 days following the RFP opening date to allow for sufficient time for evaluation, approval and issuance of award notice.

2. A statement your firm's offer shall remain firm for the duration of any resulting award and extensions.
3. The Executive Summary shall also include acceptance, and verification of compliance with Maryland and a capability of performance statement.

**1.3.4 Section 4: Company/Firm Profile.**

**a. Company Background.** Provide your qualifications and experience in managing college/university bookstores. Describe your experience serving public Universities/colleges.

**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 UBalt's Bookstore. Include bookstores located in Maryland, Pennsylvania, Virginia and West Virginia region.

**c. Discontinued Client List.** Provide a list of all college/university accounts that were canceled or not renewed during the past five 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 certified financial statements for the past three (3) years, along with your company's S&P or D&B rating.

**e. Market and Competitive Analysis.** Describe the strengths of your firm and provide data that will illuminate industry trends and themes. Show what other academic bookstores are doing and how they are succeeding or failing. Present a clear comparison of your business versus your direct and indirect competitors. Discuss how your firm will compete in a complex and changing business environment.

**1.3.5 Section 5: Operations.**

**Management Plan.** Describe your management/operations plan for the Bookstore (Campus store and on-line store) as described in this RFP. Also, describe your coffee bar plan if your firm can provide this service. If your firm can not provide this service or does not recommend this services, provide an explanation.

**Customized Bookstore Services.** Describe your plans to accommodate a customized Bookstore, Campus store and online.

**1.3.6 Section 6: Services.**

- a. Customer Service.** Describe in detail how your company will provide excellent customer service at the Bookstores.
- b. Customer Feedback.** Describe the methods your company will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.
- c. Customer Service Training.** Describe your customer service training program for the Bookstores Staff.
- d. Refund Policy.** Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.
- e. Hours Of Operation.** Describe your proposed hours of operation for the Bookstore and the on-line store.
- f. Textbook Rental Collection Process.** Describe your textbook rental collection process for textbooks that have not been returned by students, including fees assessed for textbooks that have not been returned, and third-party collection agencies utilized to collect rental textbooks.

**1.3.7 Section 7: Staffing / Personnel.**

- a. Company Organization Chart.** Provide your company organization chart.
- b. Bookstore Organization Charts.** Provide your proposed organization chart, staffing plan, and reporting structure for each Bookstore. Please indicate full-time positions and part-time positions for each Bookstore.
- c. Bookstore Employees.** Describe your plans to accommodate UBalt's staffing requirements. Identify the Business Manager that be shall appointed to UBalt's Bookstore (Campus Store and On-line).
- d. Describe your:**
- Personnel policies
  - Hiring policies, including your company's required qualifications for the Bookstore Manager at each institution
  - Background check program and policies
  - Compensation program, including incentive programs, etc.
  - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
  - Commitment to hire student employees
- e. Educational and Training Programs.** Describe your educational and training programs.

**f. Corporate Support Services.** Describe your corporate support services and regional management support.

**g. Personnel Commitment.** By submitting the names of these key personnel for consideration, the Proposer is committing these people to the University for the Project's duration if awarded the contract. No personnel changes will be permitted without written authorization from the University prior to such changes or assignments occurring via a contract modification issued by the Procurement Officer.

In the event that circumstances necessitate to add or substitute staff for any of the key personnel positions designated, the individual(s) proposed must demonstrate similar qualifications, experience, and documentation as required in this RFP to successfully perform such duties, and sufficient information to demonstrate that the proposed individual(s) meets or exceeds the qualifications of the Key Personnel to be replaced. The Procurement Officer shall have the sole right to determine whether key personnel proposed as substitutes qualify.

### 1.3.8 Section 8: Course Materials.

**a. Course Materials Market Share.** Describe your company's plans to develop and implement an active strategic plan to protect the Bookstores course materials market share. Include your plans to develop strong relationships with faculty at each institution and your plans to market and promote course materials to students at each institution.

Provide a detailed program of proactive interactions to encourage UB faculty to make their textbook selections for the upcoming semester as early as possible so that students may be able to sell their textbooks at the best possible price.

**b. Services And Programs.** Describe in detail the course materials services and programs that your company will provide to faculty and students at each institution (e.g., textbook reservation program, online adoption program, registration integration program, etc.).

**c. Academic Programs.** Describe your plans to provide comprehensive course materials services to support specialized Academic Programs at each institution.

**d. Distance Learning Programs.** Describe your plans to provide comprehensive course materials services to support current and/or future distance learning programs.

**e. Custom Publishing/Coursepack Program.** Describe your custom publishing coursepack program.

**f. HEOA.** Describe your plans to assist the Colleges with compliance to the Federal Higher Education Opportunity Act (HEOA).

**1.3.9 Section 9: Course Materials Affordability / Pricing Policies.**

**a. Course Materials Pricing Program.** Student affordability is extremely important at UBalt.

Describe your pricing policies for course materials and explain your plans to minimize course material costs to our students while providing innovative options to make access to course materials more equitable for our students.

Include a detailed description of your company's Price Match Guarantee Program, or similar program, that your company will implement at UBalt in order to provide value, compete with online booksellers, and increase market share.

(Note: At a minimum, the awarded contractor must adhere to the course materials pricing policy outlined in this RFP.)

**1.3.10. Section 10: Digital Delivery / E-Books.**

**a. 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:

- Provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management System, Canvas.
- Describe any value-added service that your company can provide with respect to Open Educational Resources.

**1.3.11 Section 11: Online Course Materials Ordering. Website/E-Commerce Plans.** Include a detailed description of your plans to offer the following:

- Course materials reservation program
- Online textbook ordering program
- Online textbook adoption program
- Online buyback program
- Registration integration program
- Compliance to HEOA (i.e., textbook ISBN number availability)
- Online ordering program for general merchandise (i.e., emblematic clothing and gifts)

**Additionally, include in your response a section that outlines a response to the following:**

1. Describe your online textbook ordering process from the customer's perspective. Include screenshots of your ordering page. Include the types of payments you are able to process.
2. Do you integrate with a Student Information System to provide a single sign-on and allow for direct access to the individual student's schedule with the required course materials?
3. Are you able to provide real-time stock availability, estimated delivery time, customer support information, and order acknowledgements?
4. If applicable, what are your shipping charges? Do you offer any free freight options? Do you offer on-campus pick-up?
5. What are your delivery options and the length of time for each option?
6. Do you provide services to international students? If yes, provide additional detail.
7. Do you offer a marketplace option or price comparison tool?
8. Do you offer online buyback? If yes, provide details on shipping, buyback rates/percentages, and any incentives.
9. Do you offer custom course packets comprised of printed articles? If yes, provide additional detail about the process to compile and sell.
10. What is your experience integrating with the Canvas LMS?
11. How long does it take from the time of adoption for the textbook to be available in the online store?

**1.3.12 Section 12: Faculty Experience and Adoptions.**

1. Describe your course adoption tool, capabilities, and adoption submission process. Include screenshots.
2. What communication strategies do you use to ensure adoption information is received in a timely manner?
3. Are faculty able to see retail pricing for all available formats for students at the time of adoption?
4. Are faculty able to compare prices across multiple publishers and ISBNs?
5. What are the analytics and reporting capabilities of your system?



6. Describe your training and resources for faculty making text selections and submitting adoptions.

**1.3.12 Section 13: Textbook Rental Program / Used Textbook Program.(Delineate between the On-line Website and Campus Store)**

**a. Textbook Rental Program.** Describe in detail the textbook rental program that your company will provide. Include the estimated percentage of titles that your company will make available as rental titles.

**b. 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.

**1.3.13 Section 14: General Book Program On-line Store and Campus Store. ( If the University Implements a general book program at the Campus Store)**

**a. General Book Program.** Describe your general book program and your plan to ensure that the general book program supports the academic excellence.

**b. Special Event Sales – Online and Campus Store.** Describe your plan to support the academic programs and events at the campus store by selling and promoting books at events throughout the year.

**1.3.14 Section 15: General Merchandise And Marketing Strategy (Delineate between the On-line Website and Campus Store)**

**a. Emblematic Logo(UBalt Branded Products) Merchandise Sales.** Provide a detailed description of your plan to increase the sales of emblematic/UBalt Branded/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the University’s on-line store and campus store.

In addition, explain:

1. Provide a detailed breakdown of your products and services. Emphasize products and services that are key to the success of the business. Describe the life-span of core products and services. Provide a product road map for possible future endeavors and/or product.

2. What marketing strategies do you implement to steer students to your online site?

3. Describe how you remain knowledgeable about changing college bookstore trends, and give examples of how you have incorporated actions in response to changes in the market.
4. Describe your compliance measures to protect student data (i.e., FERPA, PCI compliance, EMV).
5. Describe the process for students to opt to use financial aid to buy textbooks in the online store and in the campus store.
6. Is there periodic communication to students to notify them of the windows of time when financial aid may be used?

**b. General Merchandise Pricing.** Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students.

*(Note: Contractor must adhere to the pricing policies outlined this RFP.)*

**c. Emblematic Clothing Pricing.** Describe your company's plans to provide emblematic clothing at multiple price points.

**d. New Product Lines.** Describe your plans for new or expanded product lines or services to be offered at the Bookstore, including an emphasis on products and services that will meet the needs of students, faculty, staff and alumni.

**e. Graduation Merchandise.** Describe your plans to sell graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.) in the Bookstore (online and campus store) and at other locations as designated by the University, throughout the year and during graduation.

**f. Campus Events.** Describe your plans to take advantage of campus events and activities at the University or organized by other campus entities, and/or your plans to create your own campus events and activities, in order to promote additional sales.

**g. Marketing/Advertising/Social Media Plan.** Describe your marketing, advertising, and social media plan for the Bookstore.

**1.3.15 Section 16: Code Of Conduct.** Describe your company's vendor code of conduct policy and whether it meets FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

**1.3.16 Section 17: Tender Types / Discounts a. Tender Types.**

1. Describe the tender types your company will accept at the Bookstores. (Note: At a minimum, contractors must adhere to the requirements outlined in this RFP.)

2. Department Charge Program. Describe your company's department charge program, including discounts. (Note: At a minimum, contractors must adhere to the requirements outlined in this RFP.)
3. Faculty/Staff Discount Program. Describe the faculty/staff discount program that your company will provide at the Bookstore. (Note: At a minimum, contractors must adhere to the requirements outlined in this RFP.)

**1.3.17 Section 18: Financial Reporting and Audit.**

- a. What are the types of financial reporting that will be available to the University? Describe the types, level of detail, and frequency.
- b. Describe the commission payment schedule and commission rates.
- c. Do you provide any reporting available online? If yes, please describe.
- d. To whom should requests for audit information be addressed, and what is the turnaround time?

**1.3.18 Section 19: Technology.**

- a. **Technology Plans.** Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the University.
- b. **Campus Cards.** The contractor must be able to accept the University's Campus Cards as a tender type, which includes integration with the University's Campus Card system, as described in this RFP.

**1.3.19 Section 20: Transition Plan.**

**Transition Plan.** Describe your transition plan, including the following:

- Timeline and dates
- Required or assumed College resources
- Miscellaneous/other

Present an outline of an implementation plan to ensure a smooth transition for year one, as follows:

- a. Course material adoptions for fall 2025 to begin by March 1, 2025. Faculty list integration will be required, as well as training materials such as written tutorials and videos.
- b. Adoptions for summer 2025 to begin by March 1, 2025.
- c. Students may apply financial aid for use by March 1, 2025.

- d. If applicable, The Hive campus store to open by July 16, 2025.
- e. Integration with Canvas by May 1, 2025.
- f. The online store to open by May 1, 2025 for summer 2025.

**1.3.20 Section 21: Store Design and Layout - Bookstore Planning and Layout.**

Describe the contractor's approach to planning and layout of the physical bookstore facility. Include high level details general appearance, special features, traffic flow, appearance and signage. Include, the approximate time the planning process will take, other stakeholders that may be involved, and expectations of input and resources to be provided by the University.

**1.3.21 Section 22: Facility Investment (Initial year - if recommended and required by the Offeror)**

Will your firm require renovations to the facility during the first term of the contract. If your firm will need renovations, describe your detailed facility plans and financial commitment to provide the University. Contractors are to provide a detailed description of their facility plans and capital investment for the campus store.

Proposed facility plans should reflect the University's desire for clean, state-of-the-campus store that improve customer satisfaction. Contractors are encouraged to be creative with respect to their plans/facility upgrades for the current facilities/available space.

Do not provide financial information or the cost/fee associated with the recommendations, provide only the plan if recommended and required.

**1.3.22 Section 23: Coffee Bar (Optional)**

Contractors may submit a plan to reopen the coffee bar on the first floor of the Student Center. All onsite equipment is the University's property and may be used by the contractor to operate the coffee bar.

If your firm does not plan to reopen the coffee bar, include an explanation of why your firm will not open a coffee bar.

**1.3.23 Section 24: Additional Information**

- UBalt strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the University community; generate traffic in/to the Bookstore.
  - A. Provide UBalt with additional pertinent information that is not provided in response to submission requirements included in this section.

- City of Baltimore and State of Maryland political impacts and plans,
  - B. Discuss any impact of your operation for the City of Baltimore and the State of Maryland. If there are political impediments, disclose and discuss them.
- Minority Business Enterprises in Maryland
  - C. Discuss and plans you may have for engaging Maryland Minority Business Enterprises.

**1.3.24 Section 25: Acknowledgement of Review of Contract Statement.**

The University Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University. By submitting a Proposal, the Proposer warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions. The University will issue a purchase order in its financial system for accounting purposes only.

Proposers are to include a statement that the University's Contract terms and condition were reviewed and accepted (see the acceptable form in Appendix A).

**Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.**

**1.3.10. Section 26: Other Requirements and Forms.**

**1.3.10.1. Acknowledgement of Receipt of Addenda Form (see Appendix A).**

If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form must be completed, signed, and included in the Proposer's Technical Proposal.

**1.3.10.2. Duration of proposal offer:**

Proposals are to be valid for a minimum of 180 days following the opening of the proposal. If an award is not made during that period, all offers shall be automatically extended for another 180 days, unless the contractor gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 180 day period. Offers will be automatically renewed until such time as either an award is made or proper written notice is given to the University of Offeror's intent to withdraw its proposal. By submission of a proposal, each contractor guarantees that its offer shall be firm for the period specified above.

**1.3.10.3. Proposal Affidavit (see Appendix A).**

Complete and sign the Proposal Affidavit and enclose with the Technical Proposal.

**1.3.10.4. Conflict of Interest Affidavit and Disclosure (see Appendix A).**

**1.3.10.5. INSURANCE.**

Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability that complies with the Insurance Requirements in the Sample Contract.

If insurance is required by the University, the Contractor shall maintain, during the term hereof, Workmen's Compensation, Personal Injury and Property Insurance, and if the contract requires use of an automobile, Automobile Liability Insurance, in amounts required by statute. Contractor shall also require its subcontractors, if any, who enter University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, upon request, with copies of policies or other satisfactory proof of insurance.

**A. INSURANCE REQUIREMENTS:**

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

- Commercial General Liability Insurance including all extensions-  
\$2,000,000 each occurrence;  
\$2,000,000 personal injury;  
\$2,000,000 products/completed operations;  
\$2,000,000 general aggregated
- Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- Professional Liability Insurance, with a limit of not less than \$1,000,000 per occurrence.
- If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and

\$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

- Products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.
- All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the Contractor. With respect to the Contractor's liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.
- Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. Following the notice of contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.
- All required insurance coverages must be acquired from insurers registered to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

### **END OF TECHNICAL RESPONSE REQUIREMENTS**

### SECTION III.

#### Article 2. FINANCIAL PROPOSAL RESPONSE REQUIREMENTS

#### **ONLY INVITED FIRMS**

#### 2.0 Financial Proposal

#### 2.1 SUBMISSION.

In accordance with the Evaluation Criteria, proposals that are not considered technically competitive may be eliminated from further review. The list of proposals that are within the competitive range may be developed based on the initial written technical proposals. All Proposers will be notified of the results as they pertain to their respective Technical Proposal.

**Only proposals that are evaluated by the University’s Evaluation Committee as being within the competitive range (the short list) will be requested to provide Financial Proposals.**

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following Team Dynamix link [Proposal Submission](#).

Proposal documents are to be submitted as an attachment in PDF format (no zipped files). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing the Proposal to the University electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

Financial proposals shall remain in effect for a minimum period of 180 days following the Financial proposal opening date to allow for sufficient time for evaluation, approval and issuance of award notice. The University may modify the Financial Proposal Response Requirements at any time during the procurement process.

The Financial Proposal should be divided and organized by clearly defined AND separated Sections (1-6) referencing and responding to the response requirements Sections and sub-sections (Sections 1-6) as provided below.

Proposers are to:

**SUBMIT ONE PDF TITLED: “FIRM NAME\_ FINANCIAL PROPOSAL”**



## 2.2 Financial Proposals. Also, see Appendix B for the Revenue Proposal Form

Proposers must complete and submit the Revenue Proposal Form included in Appendix B and provide a response to the items listed below, Sections 1-5:

### Section 1: Financial Projections.

Provide financial projections for the first three (3) years of operation of the Bookstore (online and campus store). Projections must include the following:

1. Sales on textbooks by category
2. Total sales on store merchandise
3. Commission

**Section 2: Financial Return.** One of the goals of UBALT is to maximize the Bookstore's financial return for each by increasing market share, top line sales and generating strong commissions. The financial return that the selected contractor shall remit to UBalt will be comprised of the following components:

- 1) **Aggregate Signing Bonus.** Please provide the Aggregate Signing Bonus that you will submit to UBalt for the operation of the Bookstore. The Aggregate Signing Bonus shall be one payment made to UBalt by the contractor, within 180 days after the full execution of the agreement.
- 2) **Aggregate Annual Textbook Scholarships.** Please provide the Aggregate Annual Textbook Scholarships that you will submit to UBalt for the operation of the Bookstore. The Aggregate Annual Textbook Scholarships shall be one annual aggregate textbook scholarship payment made to UBalt, on July 1 of each Contract Year, by the contractor for distribution by UBalt.
- 3) **Financial Return.** Please describe the financial return your company will remit for
  - a. the operation of the Bookstore, including the following:
    - The minimum annual guarantee
    - The commission schedule expressed as a percentage of Commissionable Sales

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

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstores, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "online sales"), orders received through the Bookstore Website, or elsewhere. Gross Sales shall include any commissions, and rebates received by the contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the contractor (whether such

commissions and/or rebates are received at the store level or at the corporate office) for authorized sales by other companies or organizations on the Bookstore Website.

- "Commissionable Sales" shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized College Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the University.
- The contractor shall pay the University the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual guarantee.
- Payments shall be made to the University based on the Bookstores Commissionable Sales on a monthly basis via electronic funds transfer (EFT). 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 available for inspection by authorized University representatives.

**Section 3: Facility Investment.**

- Describe your financial commitment to provide the recommended facility upgrades/plans as submitted in your technical proposal, upgrades during the first term.
- Contractors are required to provide a detailed description of their 10-year facility plans and capital investment for the Bookstore.
- Proposed facility plans should reflect the s desire for state-of-the art Bookstore that improve customer satisfaction. Contractors are encouraged to be creative with respect to their plans for the facilities. Proposed facility plans should be provided for each institution.

**Section 4: Technology Investment.** Include your estimated capital investment for technology/automation in the campus store (excluding website development costs) and a timeline for your automation plans. Include your company's plan for integration with the University's systems. The University will not buy out the undepreciated portion of the contractor's technology investment at the expiration, termination, or non-renewal of the contract.

**Section 5: Other/Additional Investments or Returns.**

Offerors may include in this section other/additional Investments or Returns not included in the sections above.

## **SECTION III**

### **EVALUATION PROCESS**

#### **Article 3 INITIAL TECHNICAL EVALUATION AND SELECTION PROCESS**

##### **3.1 Evaluation Committee**

All Proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation Committee to review and rate the proposals. The Committee may request additional technical assistance from any source within the State.

##### **3.2 Classification of Proposals**

The Procurement Officer shall review each proposal for compliance with all necessary specifications and requirements of this RFP. Failure to comply with any specification or requirement may disqualify a firm's proposal. The term, "qualified firm" includes only those responsible firms that submitted proposals initially classified by the Procurement Officer as reasonably susceptible of being selected for award. The term does not include those firms that submitted proposals not reasonably susceptible of being selected for award or that are not deemed responsible.

The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities in a proposal, which are immaterial or inconsequential in nature whenever it is determined to be in the University's best interest.

##### **3.3. Evaluation and Recommendation**

The evaluation shall be based on the evaluation factors set forth in the RFP. Technical proposals and Financial Proposals shall be evaluated independently of each other. Firms are advised that for purposes of evaluation, technical merit is of greater importance than financial merit. Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the procurement officer for the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical and financial factors as set forth in the RFP.

UB may make any investigations as it deems necessary to determine the ability of Contractors to perform the work, and Contractors shall furnish UB all such information and data for this purpose as UB may request. The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the contractor or the contractor's subcontractors, to contact independent consulting firms for additional information about the contractor or the

contractor's subcontractors, and to have members of the Evaluation Committee visit any or all of the reference sites for demonstrations.

### **3.4. Technical Evaluation Criteria**

The evaluation of proposals will be based on the criteria listed below. The criteria for the proposal evaluation are listed below in order of importance. Please see Section III, Article I for submission of information required in Firm's proposals.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in descending order of relative importance (most important listed first):

- Operations and Customer Service: Management Plan for the Campus Store and On-line Store.
- Course Materials and Affordability, Digital Delivery and On-line and Bookstore Course Materials Ordering.
- Faculty Experience and Adoptions
- Programs: Textbook Rental Program/Used Books Programs and General Book Program.
- General Merchandise and Marketing Strategies and Pricing
- Company Profile and Staffing/Personnel, and Code of Conduct
- Discounts and Tender Types
- Technology and IT Security , Transition Plan, Store Design, Facility Investment, Coffee Bar and Additional Information
- Financial Reports, and Audit
- Contract Statement

The contractor's proposal is to state clearly that it meets the University's objectives; that is, that the contractor is fully capable of delivering the items and providing the services as specified in this RFP. Each contractor must provide a written detailed response to each response requirement.

Misinterpretation of specifications or requirements by the offeror shall not relieve the offeror of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

Proposals cannot be modified, supplemented, or changed in any way after the due date and time for proposals, unless specifically requested by the University.

- 3.5** In accordance with the Evaluation Criteria, proposals that are not considered competitive may be eliminated from further review. The list of proposals that are within the competitive range may be developed based on the initial written technical proposals. All Proposers will be notified of the results as they pertain to their respective Technical Proposal.

Only proposals that are judged by the University's Evaluation Committee as being within the competitive range (the short list) will be requested to provide Financial Proposals.

### 3.6 Interviews/Oral Presentations/Discussion Sessions

**3.6.1 Purpose.** Based on the Evaluation Committee's Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Proposers to an oral presentation/discussion session ("Discussion Session").

The purposes of the sessions are as follows:

- (i) To provide the Proposer/offeror the opportunity to demonstrate its product/services;
- (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed Services/product, options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support and other applicable professional services;
- (iii) To allow the University to meet the Proposer's key personnel, technicians and for these personnel to convey directly their experience and expertise in the proposed services/product and its implementation; and
- (iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
- (v) If applicable, review the pricing of course materials and goods structure.
- (vi) Provide Technology Requirements:
  1. The Educause Higher Education Vendor Cloud Assessment Tool (HECVAT). This must be the "HECVAT FULL 3.x" version of the tool and submitted in the original Excel spreadsheet format. The HECVAT may be downloaded from here: <https://library.educause.edu/-/media/files/library/2024/4/hecvat306.xlsx>
  2. Their SOC 2/Type 2 report and/or ISO 27001 certification if available.
  3. Certification of PCI compliance
  4. Requirements for on-premises network device local and Internet connectivity.

Firms shortlisted to Oral Presentations shall provide prior (date to be determined) to their Oral Presentations the information listed under (vi).

Items #1 & #2 relate the Offeror's cloud services, 4 relates to Offeror's on-premises requirements, and item #3 relates to cloud and on-premises. The requested information shall be evaluated and may be incorporated into the Offeror's overall technical ability to meet the University's technology and security requirements. Section vi (Technology Requirements) must be provided as a separate submission from the Oral Presentation materials. The Technology submission (vi) will not be discussed during Oral Presentations; however, the University may request follow-up information if deemed necessary while reviewing the Offeror's submission. The University will provide short-listed firms with a date and time of when materials are due.

**3.6.2 Format.** The Oral Presentations will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is

requesting evidence of the Proposer's ability to meet the University's requirements and an interactive discussion with each of the shortlisted Proposers. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Proposer to ask questions and discuss issues and concerns related to the product, the scope of the services, and the Proposer's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60-90 minutes in length, to be determined at a later date.

**3.6.3 Date.** The times and dates for the Oral Presentations, if any, will be set upon completion of the Initial Technical Evaluation. UBalt reserves the right to hold additional discussion or scope review interviews, if deemed necessary to evaluate a firm's qualifications and proposal.

### **3.7 Second Phase Technical Evaluation**

**3.7.1 Criteria.** Following the Oral Discussion Session held with shortlisted Proposers (if such sessions were held), a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Proposers, incorporating assessments of the Oral Discussion Session and outcomes of reference checks, if performed. The University reserves the right to make a determination that a Proposer is not shortlisted prior to completing reference checks.

**3.7.2 Process.** Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Proposers will be notified of the results of the Evaluation as they pertain to their respective Proposals.

At the sole discretion of UBalt, Proposers who have submitted Technical Proposals evaluated by UBalt to be viable and of further interest (i.e. "shortlisted") may be requested to provide UBalt additional technical information to further clarify the Contractor's technical qualifications. If additional information is requested of one or more Proposers, the Procurement Officer will so advise.

Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

The University may perform separate evaluation ratings and combine the evaluations as each phase is completed, or modify ratings (as applicable) for each phase/submissions of information to determine the final ranking.

The University may incorporate references prior to or after establishing the final shortlist of proposals. However, the University reserves the right to modify scoring if pertinent information regarding a Proposer's capability is obtained prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Proposals from highest to lowest.

Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses.



### SECTION III

#### ARTICLE 4 PRICE PROPOSALS AND FINAL EVALUATION PROCESS

##### 4.1 Financial Evaluation

Financial Proposals will not be opened publicly. Financial Proposals will be evaluated based on revenue offered, financial return and other financial benefits to the University and its students and any investments and/or costs that may be required of the University.

In accordance with the Evaluation Criteria, proposals that are not considered technically competitive may be eliminated from further review. The list of proposals that are within the competitive range may be developed based on the initial written technical proposals. All Proposers will be notified of the results as they pertain to their respective Technical Proposal.

Only proposals that are judged by the University's Evaluation Committee as being within the competitive range (the short list) will be requested to provide Financial Proposals.

##### 4.2. The Financial proposal

The Financial proposal shall cover all proposed items, services and revenues. Worksheets or automated revenue quotation systems may be used to provide additional information, but revenue evaluation will be based on revenues entered on Appendix B and must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

The University will establish a financial ranking of the proposals from lowest to highest total financial offers.

##### 4.3. Discussions.

The University reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and financial proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

##### 4.4. Best and Final Offers.

The Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers when doing so is in the best interest of the University and the State. Multiple rounds of requesting "Best and Final Offers" may be conducted if necessary.



#### **4.5 Final Ranking and Selection**

Following evaluation of the technical proposals and financial proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit may have greater weight than revenue in the final ranking. The University is seeking the best overall value.

The contract award may be made to a proposal with a higher technical ranking even if its revenue proposal is not the highest. Revenue and Financial submissions may impact the award should the University receive proposals from vendors offering the same kind of technical capabilities and services. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University. Ultimately, the University is seeking the most advantageous proposal.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

Award of the contract may be subject to approval by the Maryland Board of Public Works.

- 4.6. Negotiations.** The University may select for award one or more Proposer(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation. In the event negotiations between the selected contractor and the University fail to mutually agree on any terms and conditions, the University may rescind the award and conduct negotiations with the 2<sup>nd</sup> highest ranked firm/contractor. Additionally, if the Contractor fails to actively pursue the finalization and execution of the Contract, the University may rescind the Contract, at any time prior to the full execution of the Contract.

**END OF SECTION III**

**ATTACHMENT A**  
**COMPANY PROFILE FORM**

COMPANY NAME: \_\_\_\_\_

ADDRESS OF COMPANY: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

FEIN NUMBER: \_\_\_\_\_

NUMBER OF GEOGRAPHIC LOCATIONS: \_\_\_\_\_

- # OF YEARS IN BUSINESS PROVIDING: management and operation of an academic bookstore, including textbooks, printed and digital reference books, used textbooks, and software.

# of years: \_\_\_\_\_

Client/s and Location/s and Start and End date of Services: \_\_\_\_\_

TYPE AND SIZE OF CUSTOMERS/BOOKSTORES :

- # OF YEARS IN BUSINESS PROVIDING: selling college or university branded, premium quality merchandise, to include at a minimum apparel, student school supplies, and novelties.

# of years: \_\_\_\_\_

Client/s and Location/s and Start and End date of Services: \_\_\_\_\_

- # OF YEARS IN BUSINESS PROVIDING: management and operation of campus convenience stores, selling items such as snacks, beverages, school supplies and miscellaneous retail.

# of years: \_\_\_\_\_

Client/s and Location/s and Start and End date of Services: \_\_\_\_\_

*Note: Clients named/provided in this form may be contacted for a reference.*

# OF YEARS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:  
\_\_\_\_\_

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):  
\_\_\_\_\_

NAME OF PRINCIPAL(S) AND TITLE(S):  
\_\_\_\_\_

BRIEF HISTORY OF COMPANY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BRANCH OFFICE

TOTAL COMPANY

WHICH WILL  
SERVICE UB:

Total Number of employees (Locally):

\_\_\_\_\_

\_\_\_\_\_

Total Number of employees  
(Nationally)

\_\_\_\_\_

\_\_\_\_\_

TOTAL COMPANY ANNUAL SALES VOLUME FOR ALL SERVICES:

2021 \_\_\_\_\_

2022 \_\_\_\_\_

2023 \_\_\_\_\_

Exhibit 1

UNIVERSITY OF BALTIMORE MASTER PLAN 2015

