



**SALVE REGINA
UNIVERSITY**

**REQUEST FOR PROPOSAL
Operation and Management of University Bookstore**

**PROPOSAL DUE DATE: October 9, 2024
PROPOSAL DUE TIME: 4:00 P.M. EST**



PURPOSE

Salve Regina University is accepting proposals from qualified vendors to provide bookstore services in a traditional, online or hybrid (online with on-premise) model with focus on innovation and cost-effective solutions. The purpose of the bookstore is to support the educational mission of the University by conveniently providing to the students and University personnel the necessary textbooks, course materials, school supplies, and related services at the lowest possible cost and the highest standards of customer service. The Bookstore is an integral part of the Salve community.



SCHEDULE OF KEY EVENTS

Thursday, August 30, 2024	RFP Issued
Tuesday, September 10, 2024	Bookstore/Building Tour (confirm attendance no later than Wednesday, September 4, 2024 with Salve Purchasing)
Monday, September 16, 2024	Vendor’s Written Questions
Monday, September 23, 2024	Response to Questions Issued
Friday, October 9, 2024	Proposal due no later than 4:00 pm EST
October 23 - 25, 2024	Anticipated vendor interviews or presentations
November 2024 (Date TBD)	Notice of Intent to Award and start of contract negotiations and transition, if required
June 2024 (Date TBD)	Anticipated contract commencement

Salve Regina University reserves the right to change the RFP schedule. Should this happen, a notification will be sent, as well as posted on our website.

Questions concerning the proposal must be in writing via e-mail to the designated University contact below.

If an emergency or unanticipated event interrupts normal University, the University Representative will issue, in writing, to all interested vendors, the new timeline and process.

SUBMIT PROPOSALS and QUESTIONS TO:

Samantha Angel, Procurement Operations Manager
Purchasing Office
purchasingoffice@salve.edu



OUTLINE OF REQUEST FOR PROPOSAL

Definitions	3
University Information	4
Bookstore Facilities	4
Operating Responsibilities	5
Course Materials & Textbooks	6
General Merchandise & Marketing Strategies	9
Personnel	11
Facility & Equipment Requirements	12
Security & Safety	14
Financial Terms & Conditions	15
Vendor Performance Evaluation	16
Code of Conduct & Fair Competition	17
Compliance with University Policy	17
Limitation of Liability	18
Preparation & Submission of RFP	19
Evaluation & Award	22
Specific Proposal Requirements	26
Term of Contract	28
Vendors Acknowledgement	29

DEFINITIONS



Except as otherwise specifically provided, definitions are set forth as follows:

Salve/University— Refers to Salve Regina University

Request for Proposal (RFP) - Refers to the document named Salve Regina University Request for Proposal

Bidder/Vendor – Refers to the firm that is interested in and/or responds to the RFP

Bid/RFP - Refers to all documents that the Vendors must submit to the Salve Regina University Representative prior to the deadline

RFP Deadline - Refers to the time and date indicated in the RFP as the latest date and time that a RFP will be accepted.

Contract – Refers to the final agreement reached between the awarded vendors and the University.

Subcontractor — The term Subcontractor shall mean any individual, company, or corporation to whom the Vendor assigns any part of the Contract.



UNIVERSITY INFORMATION

Founded by the Sisters of Mercy in 1947, Salve Regina is a private, coeducational university offering a comprehensive and innovative liberal arts education in the Catholic tradition that fosters the development of each student's distinct and individual talents. Salve Regina has one of the most unique campuses in the country and encompasses more than 80 acres. Accredited by the New England Association of Schools and Colleges, the University enrolls more than 2,500 undergraduate and graduate students from across the U.S. and around the world. Salve Regina's diverse range of academic programs is complemented by community service initiatives, extracurricular activities and a full athletics program featuring varsity, intramural and club sports.

Comprised of three interconnected components - the Core Curriculum, the major and elective courses - Salve Regina's curriculum reflects the University mission and provides immeasurable opportunities for students to customize their educational journey. By providing breadth of study in the Core Curriculum and depth of study in the major, it seeks to prepare students to become lifelong learners and responsible, contributing citizens of both their local community and the world.

The undergraduate course of study at Salve Regina is designed to further intellectual, social and spiritual growth that will encourage students to seek wisdom and work for a world that is harmonious, just and merciful. The University's graduate and professional studies programs are tailored to the unique needs of adult students, combining the integration of knowledge and personal values with the development of greater competency in both theory and practice.

The University is committed to forming a partnership with a provider who truly understands the small college campus marketplace, who has demonstrated an outstanding level of service and performance, and who has sufficient resources, financial stability and experience. It is essential that the requested services be of the highest quality possible and that the program be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff. Salve advocates for sustainable practices on campus and in the local community and collaboration across campus to create and support initiatives that reduce the University's environmental impact.



BOOKSTORE FACILITIES

The bookstore operation is located at 7 Ochre Point Ave, just below the University's dining hall, first year student accommodations, administrative offices and houses a secure textbook distribution center and a spirit shop that is operated year-round.



OPERATING RESPONSIBILITIES

The University Bookstore was established on campus to provide books, supplies and related merchandise essential to the educational mission of the University. Bookstore operations are constantly changing and evolving, and Salve is open to proposals with creative and cost-effective solutions utilizing innovative ideas to drive traffic to store/website.

Salve requests proposals to include bookstore model options as follows: full-service traditional bookstore, point of sale kiosk model (temporary pop-ups), virtual bookstore, and hybrid bookstore. These options must include comprehensive course material services, emblematic merchandise, technology products, school supplies, convenience products, etc.

Specifically, the vendor will:

1. Work harmoniously with students, faculty and staff in the continuous development and maintenance of Bookstore services for the campus community by incorporating formal and informal methods of evaluating student/staff satisfaction. Formal evaluations to occur no less than after each semester.
2. Partner with University faculty to adhere to the University's textbook requirements for each semester (including summer sessions) within an agreed upon timetable for delivery prior to the beginning of the academic session. The Vendor should describe the system for textbook adoptions and how it can be used to facilitate sharing textbook adoptions to the local competitor(s).
 - Course materials (print and/or digital)
 - Methods of delivery
 - Current textbook options
 - Real-time stock availability for all course materials, estimated delivery time, customer support information
 - Regular monthly status reports sent to academic administrators and business office regarding book ordering, availability and status of delivery throughout the year
 - Timely communication with faculty and department leaders for confirming orders and extenuating circumstances such as unavailable/delayed course materials
 - Course material affordability
 - Standard markup rate
 - Efforts to negotiate with publishers
 - Links to current bookstores operated by Vendor to evaluate prices
3. Utilize environmentally friendly practices in its operation of the Bookstore and abide by

University environmental/sustainability practices.

4. Provide merchandise and retailing services that meet the needs of the campus community including emblematic merchandise, commencement regalia graduation supplies, and nursing and medical sciences lab coats and scrubs
5. Maximize financial return to Salve Regina University
6. Provide variety of payment options, including supporting the University's Heartland card system
7. Provide a detailed transition plan complete with dates, responsible parties, and description of items to be achieved to ensure a smooth transition

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

Regular Hours of Operation

Monday-Friday 8:30 am – 5:00pm

Saturday 11:00am – 3:00pm

Sunday Closed

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



COURSE MATERIALS, TEXTBOOKS & GRADUATION REGALIA

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

1. Vendor will develop a timeline with faculty for ordering course materials to ensure prompt delivery in advance of course start date.
2. Vendor will provide an efficient method for faculty to order course materials ensuring their request has been received and will be fulfilled. They will also communicate with points of contacts for courses without assigned professors.
3. Vendor must inform faculty as soon as possible but no later than 10 days prior to course start if required course materials are not available and will assist faculty with substitutions prior to course start.
4. Course materials also include nursing pins, nursing and medical sciences scrubs and lab coats.

The Vendor shall operate according to the following graduation regalia ordering policies:

1. Vendor will partner with the University commencement committee to arrange for proper delivery of graduation regalia, no less than six weeks prior to graduation (no later than end of March).

Any anticipated delays must be communicated as soon as possible and prior to the requested delivery deadlines.

2. Options for purchase and rental of regalia should be provided for students, administrators and faculty.

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

1. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
2. A Textbook Pricing Policy must be created by the Vendor and approved by the University VP for Operations/CFO.
3. All other merchandise shall be marked up to reflect a normal gross profit margin for the University bookstore industry or as pre-priced not to exceed suggested retail value.
4. Vendor will describe the used book program it plans for the University. A copy of this program will be included in the RFP. Vendors are notified that books not required for the following semester will be purchased from students at the highest possible wholesale price. The University expects that a minimum of 35% of textbook sales each year will be used books. If this ratio falls below 20%, the University may choose not to renew the contract.
5. Vendor shall describe their textbook rental program, if any, to be provided to University students.
6. The Vendor shall provide a competitively priced cap and gown rental and sales service to the students and faculty. The University reserves the right to request a change in supplier if the quality of cap and gown service is not acceptable.
7. The Vendor shall strive to carry a selection of works from local authors of interest as well as publications by Salve faculty.
8. The Vendor will market and sell all new textbooks and all other merchandise at prices competitive in the local area. The University reserves and shall have the right to examine the Vendor's records to confirm the pricing comparison of selected items with nearby competitors at least once a year.

9. The University reserves the right to prohibit sale of any item or items from the University Bookstore. The Vendor agrees to sell products by the University's preferred vendor.
10. The Vendor will be allowed to sell and market only those items/ products that are approved in advance by the VP for Operations/CFO and approved through the University's licensing partner.
11. Vendor to provide discount available to all Faculty and Staff on non-textbook purchases. Any discount on sales for an individual or group, other than as provided in this RFP or as offered to all customers in the normal course of business, must be approved in advance by the VP for Operations/CFO.
12. The Vendor will purchase Bookstore inventory subject to the following conditions:
 1. Course Materials Program Requirements
 - a. The vendor shall provide comprehensive course materials services and shall work closely with the University to support all Academic Programs. Salve Regina University Faculty shall have academic freedom in their selection of course materials, and the contractor shall provide all adopted course materials on a timely basis.
 - b. Vendor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER course materials, inclusive access course materials, course packs, software, and materials published or distributed electronically.
 - c. The Vendor, working with Salve Regina Faculty, shall make every effort to obtain early course materials adoption commitments. The Vendor shall provide timely reports to faculty members concerning the status of their adoptions.
 2. New Textbooks
 - a. Vendor will purchase new textbooks adopted for the next academic term in quantities not exceeding course requirements at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and not returnable to the publisher will be charged back to School.
 - b. Vendor will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.
 3. Used Textbooks
 - a. Vendor will purchase used textbooks adopted for the next academic term

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

- b. Vendor will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.
 - c. Vendor shall accept returns in accordance with the following policies:
 - Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.
 - Textbooks in resalable condition may be refunded with receipt within seven calendar days from start of classes or within two days of purchase thereafter, including during summer term.
 - Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
 - Computer software may be returned if it is unopened and shrink-wrapped.
 - In addition, upon proof of drop/add, vendor would accept textbook returns from students who have dropped a course up to thirty days from the start of classes or until the end of the official drop/add period, whichever comes first.
4. Trade, Reference and Technical Books (“Trade Books”)
- a. Vendor will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.
 - b. Vendor will purchase Trade Books not meeting these requirements at a price agreeable to University and the Vendor.
5. Open Educational Resources
- a. The vendor shall provide OER course materials to support academic programs as needed/required and will accommodate the adoption of OER as requested by Salve Regina University faculty.



GENERAL MERCHANDISE & MARKETING STRATEGIES

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

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

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

2. The Vendor shall develop a yearly Marketing Plan in conjunction with and approved by the University's Marketing and Communications team. The Vendor shall bear all costs associated with the design, development, and printing of promotions, brochures, banners, newsletters, advertisements, and other materials.
3. The Vendor shall provide special promotions frequently throughout each year of the contract, and will be expected to support Commencement, Homecoming, Orientation, Family & Alumni events such as Fall Festival Weekend and Reunion, Selected Athletic Game Days, and other on-campus events and programs.
4. The Vendor shall provide in the Proposal examples of the promotions that may be provided during the academic year.
5. The Vendor shall develop a dynamic and professional website which allows for online purchases. The proposal should contain examples of website capabilities.
6. The website must allow students the option of purchasing textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with Salve Regina University receiving credit for the sale. The website should also be used as a means to market Salve Regina University licensed merchandise to students, alumni, parents, prospective students, and others.
7. The vendor must work with the University's Marketing & Communications office and the University's licensing agency to ensure all logoed apparel and materials obtains University approval and proper licensing rights.
8. The bookstore is a primary source of merchandise for reflecting and inspiring school spirit the potential vendor will outline of how they will manage/maintain/continually refresh the range of products for students, families, alumni, employees, etc. Variety and quality of products offered that is Salve branded.



PERSONNEL

1. Training. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure that ongoing staff developmental needs are met. The Vendor shall establish a dress code which will prohibit employees from wearing any apparel or accessories from other universities.
2. Adequacy. Vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Vendor, who shall be solely responsible for the payment of their wages and benefits.
3. Current Employees. Current Bookstore employees are to be afforded the greatest level of personal and professional courtesy possible. All current employees working in the University Bookstore in good standing should be interviewed and considered by the Vendor for continued employment.
4. Employee Policies. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore must be available for review by the University.
5. Equal Opportunity and Affirmative Action. The University is committed to Equal Opportunity and Affirmative Action. The successful Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
6. Managers. Salve Regina may participate in the interview and evaluation of the bookstore manager should the need arise to fill the position. The bookstore's selection of store manager is subject to Salve Regina's approval.
7. Manager Replacement. The University reserves the right to request replacement of the Bookstore Manager for good cause as determined by the University, or for actions considered to be not in the best interests of the University. Such actions will be taken only after consultation with Contract Administrators.
8. Conduct. Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the University.
9. Employees must be trained in the Universities or the Vendors identity theft

prevention plan. Records of training must be provided to the University.



FACILITY, EQUIPMENT & TECHNOLOGY REQUIREMENTS

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

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

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

4. No University-owned equipment shall be removed from the premises for any purpose other than repair, except by the University with the prior approval of the VP for Operations/CFO. Such equipment remains the property of the University and will be removed and disposed of in accordance with established University procedures.
5. Throughout the contract period, or any extension thereof, the Vendor shall be responsible for the maintenance, adjustment, and repair of any University-owned equipment furnished for the Vendor's use.
6. The University will provide all necessary facilities for the use of the Vendor.
7. The University shall provide at its expense all necessary utilities which include fuel

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

8. The Vendor shall provide all office equipment such as computers, point of sale systems, which the Vendor requires in the efficient conduct of business.
9. The University will provide adequate parking space for the Vendor's employees. The Vendor's employees must park in the area designated by the University and will be issued a special parking permit for this area.
10. Any alterations or repairs to the Bookstore facilities must be coordinated through the University's facilities department. All requests for alterations must be approved in advance by the VP for Operations/CFO. Normal maintenance and repairs created from normal wear and tear will be paid by the University. Improvements desired and/or repair caused by carelessness or negligence shall be paid by the Vendor.
11. The Vendor's supply deliveries must be made to the University Bookstore's designated receiving area and may be delivered only during normal delivery hours.
12. The Vendor will not be permitted to allow any food or beverage catering trucks, vending machines, or other service facility on University premises without prior written authorization from the University's VP for Operations/CFO, or designee.
13. Any improvements to the Bookstore facilities shall become property of the University at the end of the contract. All moveable capital equipment purchased by the vendor will remain the property of the vendor.
14. University facilities and security personnel will have access to the Bookstore at reasonable and necessary times as needed.
15. The Vendor must provide a detailed description of the website/e-commerce capabilities, including but not limited to system integration, tender types accepted, and description of the user experience.
16. The Vendor must describe all compliance measurements to protect student data (i.e., PCI, FERPA).
17. The Vendor must describe the specific technology initiatives the company will implement to enhance the student experience, such as online reservation, digital initiatives, etc.
18. The Vendor must provide a detailed description of the technologies used to support on premise transactional sales and the means of integration to the University's

existing one card ID program.

19. The Vendor must describe technologies used to facilitate the import of course and faculty data from the University's Student Information System into its inventory system and any other means of integration to the University's ERP.
20. The Vendor must assume technical support for their equipment. University technical services will not support non-University property.
21. The University will provide a connection to the University network and or provide an external connection to the internet for Vendor's connectivity.



SECURITY & SAFETY

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

workplace requirements.

8. The Vendor shall ensure that its employees follow all University fire, safety, and security procedures.
9. The Vendor must provide documentation to demonstrate that all its employees understand procedures for handling biological hazards, if applicable.
10. The Vendor shall ensure that proper personal safety equipment is used by all its employees when required. This includes but is not limited to gloves, goggles, shoes, and back braces. The vendor shall provide these.



FINANCIAL TERMS & CONDITIONS

1. Capital Improvements: Proposals should include any capital improvements vendors are willing to make. Visual renderings should be included as part of the proposal.
2. Cash Incentive: Proposals should include any cash incentives or signing bonuses payable to the University, if applicable.
3. The Vendor shall propose a guaranteed minimum income to the University. In addition, a percentage commission or gross sales in excess of a specified amount will be proposed by the Vendor. Vendors are encouraged to propose additional financial/ facilities considerations to the University as a part of the RFP. The proposal will also include how the vendor will keep the bookstore operations current with new trends and technology. If the contract is extended after the first five years the vendor shall state additional improvements or financial incentives.
4. The Vendor agrees to keep accurate and correct records of all transactions of all monies it receives in connection with the operation of the University Bookstore and make available to the University or its agent the Vendor's books of account, all invoice expenses to the operator, and other records of any responsible time for the purpose of auditing periodic statements to be rendered by the Vendor to the University as requested and to credit the University for all trade, cash, a quantity discounts and advertising allowances where taken. Such records shall be retained and available for five years. Also, the Vendor's purchasing department shall make available to the University upon request all national and local negotiated price information.
5. Monthly statements of gross sales for all operations, with conformity to the Vendor's accounting procedures, shall be provided to the VP for Operations/CFO. The above indicated report shall be provided within 10 days after the close of each

month. Vendor shall state in writing how sales are to be verified to the University.

6. Used books purchased from customers of resale to a wholesale book company should be accounted for as a separate line item. Revenues/credits received for these books will include the purchase price and commission received.
7. **AUDIT:** The Vendor hereby agrees to retain all books, records, and other documents relative to the contract for Seven (7) years after final payment. The University, its authorized agents, shall have full access to and the right to examine any of said materials during said period. The vendor will provide annual audited financial statements within 60 days of issuance.
8. The vendor is expected to pay all bills and invoices in a timely manner.
9. Provide a 5-year financial projection based on historical sales, enrollment projections, and your company's specific strategies to increase foot traffic and market share in the store. If projecting increases, address specific evidence as to how you will achieve this increase.
10. Right to negotiate proposals. The University reserves the right to negotiate any price or provision, accept any part or all of any Proposals, and to reject any and all, or parts of any and all Proposals, whenever, in the sole opinion of the University, such action shall serve the best interests of the University.



VENDOR PERFORMANCE EVALUATION

The performance of the Vendor will be evaluated (at a minimum on a semester basis) during the period of the contract by consideration of the following:

- a. The ability of the Vendor to operate and manage the University Bookstore as delineated in the scope of work in the RFP/contract.
- b. The extent to which the Vendor remains receptive to the regular feedback and evaluation provided by those individuals selected by Salve Regina University.
- c. Such evaluation of the Vendor shall be performed by the VP for Operations/CFO.
- d. The University shall establish a point of contact(s) to gather feedback from faculty and academic administrators once each semester for process improvements. Any course material issues at the beginning of each semester will be communicated to the bookstore manager and the business office for immediate resolution.

Instances of poor performances shall be documented and discussed with the Vendor for immediate review and corrective action. A plan for corrective action agreeable to both parties will be defined and implemented.



CODE OF CONDUCT & FAIR COMPETITION

It is the responsibility of the vendors to notify Salve Regina University Representatives in writing of any possible conflict of interest as set forth below. The University will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a University employee, officer or agent involved in the RFP process or contract has a financial or any other interest in a vendor. If a conflict of interest exists, the vendors may not submit a bid.

University employees, officers and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from vendors, contractors, or parties to sub- agreements. Any such actions must be reported to the University representatives immediately.

The University reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendors. The University's determination regarding any questions of conflict of interest shall be final.

By submitting their proposals, all vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendors, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Each vendor shall accompany his proposal with a sworn statement that he has not been party to such an agreement.



COMPLIANCE WITH UNIVERSITY POLICIES

1. The Vendors shall ensure that all employees and contractors conduct themselves in accordance with University standards and all applicable policies while performing services on University premises or with University sponsored activities. The University reserves the right to request that any employees engaged in inappropriate behavior be asked to leave the premises for the duration of the project.

2. It shall be the Vendor's responsibility to ensure that its employees are legally qualified to engage in work in the United States and that the Vendor's employment practices are in full compliance with prevailing laws, including applicable regulations of the Immigration and Naturalization Service.
3. The Vendor shall comply with all OSHA regulations pertaining to the health and welfare of its employees, especially those employees who may have on occasion to clean up blood and body fluid spills.
4. Payment Card Industry (PCI) Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standards and/or subsequent updates. The vendor must provide a statement acknowledging they are in PCI Compliance and going forward will continue to provide any PCI Certification documentation that may be required annually. Credit card processing must be through a third-party and must be encrypted.

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

5. Customer Data/FERPA Compliance. The vendor shall agree to abide by the limitations on re-disclosure of personally identifiable information from student education records ("Information") set forth in The Family Educational Rights and Privacy Act (FERPA) and the regulations pertaining to FERPA. The vendor shall agree to hold Information in strict confidence; shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Information received from, or on behalf of the University or its students; shall not use or disclose Information except as permitted or required by the Agreement, applicable law, or as otherwise authorized in writing by the University; shall not use Information for any purpose other than the purpose for which the disclosure was made; and upon termination, cancellation, expiration or other conclusion of the Agreement, shall return all Information to the University or, if return is not feasible, destroy any and all Information. The vendor shall, within one day of discovery, notify the University in writing any use or disclosure of information not authorized by this agreement.

LIMITATION OF LIABILITY



1. The Vendors, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University. If the Vendors uses any

design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2. The Vendors shall save and hold the University harmless from actions or claims against the University which may arise in connection with the scope of work specified herein and for sale of products or for performance or failure to perform of any service under this contract or for any/all injuries or death or property damage resulting or arising from the operation by the Vendors of any vehicles or arising or resulting on or adjacent to the University premises.
3. The University will not enter into a contract which contains a clause requiring the University to indemnify or hold harmless any party. Any exception will be limited to the terms and limits of the University's general liability insurance coverage.
4. The University will not enter into any contract which contains a clause limiting its remedies against any party. Any exception will be only to the extent permitted by the State of Rhode Island law.
5. Notwithstanding anything in these conditions or other applicable conditions to the contrary, any provision(s) will not apply to the extent it is (they are) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or constitution of the State of Rhode Island. Such determination shall not affect the validity of the remainder of the contract.
6. Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Rhode Island and any litigation with respect thereto shall be brought in the courts of the State of Rhode Island.



PREPARATION & SUBMISSION OF RFP

1. Proposal will be received for items specified herein or attached hereto under the terms and conditions of this Request for Proposal (RFP).
2. In order to be considered, email proposal and any related documents to the attention of:

Purchasing Office
Salve Regina University
purchasingoffice@salve.edu

no later than **4:00 pm EST October 9, 2024**. At this time, proposals will be opened for the sole purpose of recording the names of vendors. It is the vendors' responsibility to assure that his RFP is delivered to ensure timely receipt by the Purchasing Office. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered.

3. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation. A representative or distributor responding to the RFP in the name of a principal should give the name of the firm to which an order should be issued in the event of an award.
4. Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected.
5. Proposals are to be valid for at least 120 days following the closing date for this RFP. This period may be extended by written mutual agreement between vendors and Salve Regina University.
6. Proposals are to be prepared simply and, in a manner, designed to provide the University with a straightforward presentation of the Vendor's capability to satisfy the requirements of this RFP.
 - a. Should any vendors find discrepancies in, or omission from, the specifications, or be in doubt as to their meaning, the Vendors shall notify the University at once and obtain clarification prior to submitting a proposal. Interpretations which change the terms, conditions or specifications will be made in the form of an addendum to this request for proposal. If issued, the addendum will be sent promptly to all parties to whom the request for proposals has been issued. Receipt by a Vendor of an amendment to this RFP must be acknowledged by email within forty-eight (48) hours of receipt. The acknowledgement should be addressed to the Purchasing Office at purchasingoffice@salve.edu.
7. Vendors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.
8. Any explanation desired by a Vendor regarding the meaning or interpretation of the RFP, attachments, specifications, etc., must be requested in writing. Any information given to a vendor concerning the RFP will be furnished to all vendors as an addendum to the RFP, if such information is necessary to vendors in submitting offers on the RFP, or if the lack of such information would be prejudicial to uninformed vendors.
9. The Vendors must bear all costs associated with the preparation and submission of the proposal and of any visit to the University.
10. Vendors must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this RFP. The Vendors must satisfy the University that they are able to meet the conditions of the agreement without subletting the service in whole or in part.

- a. In addition, Salve Regina University may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendors to perform the work, and the Vendors shall furnish to Salve Regina University all such information and data for this purpose as may be requested.
11. Each Vendor shall fully acquaint himself with conditions relating to scope and restrictions attending the execution of the work under this RFP. The failure or omission of a vendor to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFP or to the contract.
12. Proposals submitted prior to the RFP opening date will be held. No proposals will be opened prior to the opening date.
13. A contract shall be awarded to the Vendors whose proposal is determined to be most advantageous to the University. The University is not bound and will not accept any proposal based on price alone but will make an award based on the evaluation factors set forth herein. The University further reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in any proposal. The University will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP. Salve Regina reserves the right to issue to all best offer last chance after evaluation.
14. Prior to the deadline, a submitted bid may be withdrawn by written notice to the University Representative. Written requests to withdraw must be signed by an authorized person on behalf of the Vendors and shall not reveal the amount of the bid. A withdrawn bid may be resubmitted prior to the deadline. All resubmitted bids must fully comply with the RFP. The University will only consider the latest version of the bid.
15. Vendors are cautioned that the University is not obligated to ask for or accept after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial proposals received without the discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable and complete operating and technical terms possible.
16. In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the University shall be final and binding on both parties.
17. In comparing the RFP's and awarding the contract, the University may consider such factors as relative quality and adaptability of supplies or services, the vendors' financial responsibility, skill, experience, record of integrity, marketing and customer service plans, the time of delivery or performance offered, information gained from reference checks, interviews of Vendor's personnel and management, and any other element or factor in addition to that of the proposal price which would affect the final cost to the University and whether the Vendors had complied with the specifications.

18. In submitting a proposal, the Vendor agrees not to use the results as a part of any commercial advertising.
19. The University reserves the right to reject all or any part of your proposal and award the contract to someone other than the lowest vendor.
20. By submitting a proposal, the vendor agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive. Failure to examine any drawings, specifications and instructions will be at vendor's risk.
21. Please state your federal ID Number on your proposal.
22. Subcontracts/Joint Ventures. The Vendor is solely responsible for all work performed under the contract and shall assume prime vendor responsibility for all services offered and products to be delivered under the terms of this contract. The University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of the sub-vendor.



EVALUATION & AWARD

A contract shall be awarded to the Vendors whose proposal is determined to be most advantageous to the University. The University is not bound and will not accept any proposal based on price alone but will make an award based on the evaluation factors set forth herein. The University further reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in any proposal. The University will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP.

In awarding the Contract, the University will consider a number of factors in combination in evaluating the proposals submitted.

In addition to addressing the topics outlined above, the following information must be included with the RFP:

1. Past three years audited annual financial reports of the company, proving sufficient information to determine financial stability. If available, please also furnish the company's Dun and Bradstreet Vendor Number.
2. List of 10-15 current college or university client accounts: to include contact name, telephone number and length of service in the account, as well as name and telephone number of the Chief Business Officer.

3. The Vendor must also provide a list of three college/university references where the Vendor has operated for a minimum of five (5) years, or is currently operating a bookstore, preferably similar in student body size to Salve Regina University. References must include name and address of facility, full time student enrollment, dates of service, and contact person's (with authority over bookstore operations) name, telephone number, and email.
4. List of lost accounts: to include contact name and telephone number, length of service at the account, and reason for loss (last five years), as well as name and telephone number of the Chief Business Officer.
5. A company organizational chart.
6. A company employee benefit plan.
7. Vendor's record of performance and service in higher education in relation to services requested.
8. Vendor's conformance to RFP's specifications, requirements, terms, conditions, and provision.
9. Vendor's response to University's objectives.
10. Merchandising strategy for non-textbook related items (i.e., emblematic, spirit-wear, etc.)
11. Vendor's pricing and refund policies.
12. Service aspects of Vendor's proposal.
13. Personnel aspects of Vendor's proposal.
14. Review of recommendations and vendor references (current and previous clients) with respect to Vendor's operations at other similar universities and colleges.
15. Vendor's size, credit standing, financial record, stability, and management.
16. Commission and financial incentive return to the University.
17. Customer relations in existing operating bookstores.
18. Any exceptions to the RFP.

Vendor's ability to render satisfactory service as evidenced by:

a. Plan of Operation and Transition

A written statement to be submitted with the proposal indicating the firm's understanding of Salve Regina University's requirements as outlined herein and the firm's plan of operation in meeting these requirements. A written narrative plan of operation stating how the Vendor intends to meet the requirements of the RFP must be attached to each proposal submitted. The plan must be in sufficient detail to permit evaluation by the University, including staffing and supervision levels, and technical expertise for each type of service provided on campus.

The transition plan must be detailed and include timeline, roles and responsibilities to ensure a smooth transition and uninterrupted services.

b. Organizational Experience and Capabilities

The Vendor shall be knowledgeable about changing college and university bookstore trends, new technologies, legislation, new marketing ideas, new merchandise items, and changes evolving throughout the general bookstore industry. The Vendor shall incorporate programs of action in response to these changes and trends into the University Bookstore operation and services, as deemed applicable to the college and university bookstore market segment. The Vendor must provide a detailed description of the Vendor's background, experience, and qualifications to operate a university bookstore.

c. Budget Preparation Forecasting

The vendor shall submit an estimated complete operating statement for the first generating year. As an example, the operating statement could include:

Sales

New Books

Used Books

Supplies

Office supplies to Departments

Sundries

Clothing

Total Sales

Cost of Goods Sold

Gross cost

Less: discounts and re-sales

Net Cost of Goods Sold

Labor Costs
Salaries and wages
Benefits

Direct Expenses
Supplies
Equipment

Other operating expenses
Total Direct Expenses

Failure to provide any of the requested information may be grounds of rejection of your proposal.

All materials submitted in response to this RFP become the property of the University. Selection or rejection of a response does not affect this right.

The University reserves the right to make an award without further discussion of the Bids submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders, but there shall be no obligation to receive further information from any Bidder. Therefore, each initial offer should contain the Bidder's best terms from a cost or price, service, and technical standpoint.

The University may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Bid shall constitute permission for the University to make such inquiries and authorization to third parties to respond thereto.

The University may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether to initiate contract negotiations rests solely with the University. No Bidder shall have any rights against the University arising from such negotiations. The Bidders will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

The University reserves the right to award multiple contracts for the products, work and/or services that are the subject matter of this Bid and Bidder(s) are hereby given notice that they may not be the University's only Vendor or Bidder for such products, work and/or services.

As a result of the selection of a Bidder to supply products and/or services to the University, the University is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to the University in any literature,

promotional material, brochures, sales presentation or the like without the express written consent of the University.



SPECIFIC PROPOSAL REQUIREMENTS

BUSINESS STRUCTURE & HISTORY

1. Provide your company's name and address, and the primary RFP contact's name, phone number, e-mail address and fax number.
2. Please give a brief history of the company including the year organized, the year it began providing requested services, and the nature of the firm's ownership and specific details with regard to any affiliated companies or joint ventures.
3. Please provide the location of each of your company's offices. Indicate which office would service this account.
4. Please list your firm's lines of business.
5. Please discuss the overall business objectives of your firm with respect to future growth. Comment on any present or planned areas of emphasis over the near future.
6. Is Vendor incorporated? If so, in what state and as what type of corporation?
7. Is Vendor associated with any State contracts or Cooperative Purchasing Agreements?
8. List any business issues currently associated with Vendor that may have a significantly adverse effect on Vendors or adversely affect Vendor's ability to provide the goods or services required by this RFP.
9. List 3 of your customers using the service covered by this Bid similar in size, industry sector, and geographical presence to Newport. Please provide:
 - a. Customer name and address
 - b. Customer employee size
 - c. Contact names and telephones (business and technical)
 - d. Brief description of the service provided
 - e. How long has Customer been using Vendor to provide services?
10. List information regarding 2 of your customers (must currently be operational) previously using Vendor to provide services that **no** longer is using Vendor to do so. Please provide:
 - a. Customer names and addresses
 - b. Describe service provided by Vendor
 - c. Contact names and telephones

- d. How long were these Customers using Vendor to provide the service?
 - e. Why did these Customers cease their business relationship with Vendors?
11. What policies and procedures do you have in place to prevent any conflict of interest?
12. Describe the relevant aspects of your staffing:
- a. Vendor's organizational structure with a chart
 - b. Vendor's staffing by major division
 - c. How is staff allocated among Vendor's customers?
13. List the name and location of primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and relevant experience. Include the role of each consultant for this assignment, the role of back-up personnel and how many clients are assigned to each person named above?

FINANCIAL INFORMATION

1. Please provide your Dun and Bradstreet (DUNS) Number, if any.
2. Please provide your current DUNS rating.
3. Please provide your Standard and Poor's rating.
4. Please describe any subcontractor relationships that would be involved in the support of any bookstore contract. Please note: The use of any subcontractor requires approval in advance. Failure to do so may result in termination of contract.

OTHER INFORMATION

1. How do your people, processes, and tools differentiate you from your competitors?
2. How do you propose to provide value to and vendor with Salve Regina University?
3. Based on the information provided, please provide a fee quote for the related services. Is the fee guaranteed for a certain period of time? If so, please specify the duration.
4. Please include a sample Statement of Work for these services, including the terms and conditions on which you would work with the University.
5. Provide in detail and start up or ancillary charges that may be incurred that are not included in the fee quote.

6. Vendors must include a transition plan to insure a smooth transition and uninterrupted services as it relates to the provided timeline.
7. Innovative services provided to other institutions



TERM OF CONTRACT

A separate contract will be issued upon award outlining the full terms and dates of contract.



VENDOR ACKNOWLEDGEMENT

This proposal is in response to Salve Regina University's Request for Proposal for Operation and Management of the University Bookstore.

Vendor agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this proposal.

Vendors agrees that this proposal is a firm offer to Salve Regina University which cannot be withdrawn for 120 calendar days from and after the proposal due date.

Vendor certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its proposal; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the contract and all other matters which may in any way affect performance or the cost thereof; and that Salve Regina University shall not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

If awarded a contract, vendor agrees to execute the contract and deliver it to Salve Regina University within 30 calendar days of such award.

Authorized Signatory

Title

Company Name

Date

Company Address

Telephone Number

Federal Taxpayer I.D. Number

Email Address

DUNS Number