

Date Issued: 10/10/2022



Request for Proposal:  
Campus Bookstore Operations

Request for Proposal Number:  
#CC592-24

PROPOSAL DUE DATE AND TIME:  
April 11, 2024 – 2:00 P.M. Mountain Time

Request for Proposal Opening:  
April 11, 2024 – 2:00 P.M. Mountain Time

Non-Mandatory Site Visit:  
April 2, 2024 – 2:00 P.M. Mountain Time

PROCUREMENT REPRESENTATIVE: Shane Pulliam  
E-MAIL ADDRESS: [shane.pulliam@caspercollege.edu](mailto:shane.pulliam@caspercollege.edu)  
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## SECTION 1: Definitions and Terminology

Wherever used in this bid these or other related procurement documents, the following terms have meanings indicated which are applicable to both the singular and plural thereof. The terms can be used interchangeably.

**Addendum:** Written or graphic instruments issued prior to the opening of bids that clarify, correct, or change the bid documents or the related procurement documents.

**Bid / Bid Form:** The price and/or form that is submitted to the college to fulfill the request for proposal.

**Bidder / Firm:** The company/vendor that is submitting a bid.

**Contract:** An agreement between Casper College and the bidder that includes a written contract, RFP, addendums (if any), purchase order(s), purchase order terms and conditions, as well as the bidder's response to the RFP.

**Contractor:** The Company awarded a contract or PO for this Bid.

**Evaluation Committee / Stakeholders:** Casper College hired contractors or employees who have an interest in the project.

**Purchase Order / PO:** A contractual agreement with a firm for goods or services that specifies payment terms, delivery dates, item identification, quantities, freight terms, and other obligations and conditions.

**Request for Proposal (RFP) / Proposal:** This formal publicly released document outlines a need and inviting businesses to submit bids to fulfill our request.

**Specifications / Scope of Work:** Those portions of this proposal consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards, workmanship, goods, services, and administrative details applicable.

## SECTION 2: Instructions to Bidders and Bid Requirements

### 1. General Conditions:

- 1.1. The Procurement Department will receive proposals for providing Bookstore Services to the Casper College Campus. Proposals are due no later than **4/11/2024, 2:00 P.M. Mountain Time.**
- 1.2. Casper College reserves the right to waive irregularities and informalities, even those that are shown as mandatory requirements, as long as it doesn't give an advantage to the bidder submitting the proposal or disadvantage any competing bidders.
- 1.3. Casper College may also accept or reject any and all proposals. Casper College does not bind itself to the lowest proposal, but rather the proposal that is felt to be in the best interest of the institution. Although pricing is important, it will not be the only factor considered when evaluating proposals

- 1.4. The bidder warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this request for proposal and none have been promised. The bidder warrants that no one being paid pursuant to the proposal is engaged in any activities that would constitute a conflict of interest regarding the purposes of the proposal.
  - 1.5. Casper College will ensure that minority business enterprises are afforded full opportunity to submit proposals. Casper College will not discriminate on the grounds of age, race, color, sex, creed, religion, national origin, or disability status. In addition, the successful bidder shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.
  - 1.6. The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, holding companies, or subcontractors are treated equally by their firm without regard to or because of age, race, color, sex, creed, religion, national origin, or disability as required by federal and state anti-discrimination laws. Violation of this certification may constitute a material breach of contract upon which the owner may determine to cancel, terminate, or suspend the contract.
  - 1.7. All proposals in response to this request become public records and are subject to public inspection. Any proprietary or confidential information must be clearly identified and can only be treated as such to the extent of the Wyoming Open Records Act. Proprietary or confidential information is defined to be any information that is not generally known to competitors and which may provide a competitive advantage (pricing is not considered proprietary or confidential). Proposals in their entirety cannot be specified as proprietary or confidential.
2. Preparation of Proposals
- 2.1. Bidders are encouraged to examine all documents, specifications, scope of work or drawings, addendum(s), and attend scheduled site visits associated with the request for proposal. Failure to do so will be at the bidder's risk. The RFP and all referenced documents must be used in the preparation of each proposal. Casper College assumes no responsibility for errors, misinterpretations and/or verbal communication resulting from the use of incomplete proposal documents.
  - 2.2. The bidder shall furnish the information required by the RFP. The bid form and all requested documents (*see SECTION SIX*) shall be completed, signed, and returned by the respective firm's authorized agent. All required bid documents must be returned with the bidder's sealed bid.
  - 2.3. Any deviation or substitution from the specifications, scope of work or drawings must be noted in detail and attached to the bid form. Complete specifications must be attached for any deviations or substitutions offered. In the absence of a specifications deviation statement and accompanying specifications, the bidder shall be held accountable for full compliance with the RFP specifications.

- 2.4. Failure to submit a specification deviation statement and accompanying specifications, if applicable, may be grounds for rejection of the item(s) offered and or the entire proposal.
  - 2.5. A proposal may be rejected if it modifies any of the provisions, specifications, or minimum requirements of the request for proposal.
  - 2.6. Proposal prices must include all material, labor, installation, removal and proper disposal of existing materials, bonds, insurance, profit, and delivery (FOB) Casper College, Casper WY. Include a copy of material and labor warranties when applicable. In case of error in the extension of prices in the proposal, unit prices will govern.
  - 2.7. Expenses incurred in proposal preparation, pre-bid meetings, site visits, submission, presentations, demonstrations, etc. are the responsibility of the bidder and will not be reimbursed by Casper College.
3. Pre-Proposal Meeting and Job Walk
- 3.1. A non-mandatory pre-proposal meeting will be held on 4/2/2024 at 2:00 pm MDT time. The meeting location will be the Gateway Building room 312 on the Casper College Campus. After the meeting is concluded a job walk will begin for potential bidders to view the work site.
  - 3.2. This meeting and job walk are non-mandatory but it is strongly recommended that bidders view the facility before bidding.
  - 3.3. Casper College stakeholders will be present at the pre-proposal meeting to answer any questions concerning interpretation or clarification of this proposal. If these interpretations or clarifications are deemed essential / material, an addendum will be issued to all websites where the RFP is posted.
  - 3.4. All Bid Documents will be available free of charge at [www.caspercollege.edu/offices-services/purchasing](http://www.caspercollege.edu/offices-services/purchasing) and [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)
4. Submission / Modifications / Withdrawals / Late Bids
- 4.1. Sealed proposals should be accompanied by the attached Casper College – Bid Form and signed by the proper official of the firm. All sealed proposals must be in the possession of the Casper College Procurement Department representative by the due date and time. Any proposal that is not sealed or in possession of the representative by the due date and time will be rejected.
  - 4.2. On the Bid Form the prices will need to include all costs to complete the items outlined on the Bid Form and in the proposal. This includes but is not limited to all labor, materials, operations, inspections, permits, bonds, insurance, profit, accessories, incidentals, rentals, hotels, peridium, tax, shipping, and removal and proper disposal of existing materials.

4.3. Sealed Proposals must be mailed or hand-delivered to:

Attention: Procurement Department GW #311  
Casper College  
125 College Drive  
Casper, WY 82601

4.4. Clearly mark on the outside of your sealed proposal "Campus Bookstore Operations #CC592-24".

4.5. A proposal that is in the possession of the Procurement Office may be modified or withdrawn by an email, fax, or letter bearing the signature or name of the person authorized for bidding, provided that it is received prior before date and time set for the proposal opening.

4.6. Modifications must be initialed by the person signing the proposal.

4.7. If the pricing portion of your proposal needs to be altered, you must resubmit the revised pricing in a sealed envelope and it must be received by our Procurement department before proposal opening.

4.8. Telephone or verbal alterations or withdrawals of a proposal will not be accepted.

4.9. If a proposal is accepted and the bidder then fails to furnish the service agreed to in the proposal, that bidder may be eliminated from future consideration.

4.10. Telephone, fax, or electronic submittals will not be accepted.

5. Questions About the RFP / Addendums

5.1. All questions, inquiries, matters, issues, comments, and/or clarifications pertaining to the request for proposal should be directed to the following individual.

- Shane Pulliam, Director of Procurement
- 125 College Drive
- Casper, WY 2601
- Phone: (307) 268-2633
- Fax: (307) 268-2880
- Email: [shane.pulliam@caspercollege.edu](mailto:shane.pulliam@caspercollege.edu)

5.2. All questions, inquiries, matters, issues, comments, and/or clarifications pertaining to the request for proposal should be submitted no later than 4/4/2024 2:00 pm MDT time. Any questions received after the deadline will not be accepted or considered. Casper College will try and post any addendums within 1 business day from the above date and time.

5.3. All changes or interpretations of the request for proposal will be made by written addendum. These will be made only by the Casper College Procurement Department. No oral or telephone interpretations of this bid proposal shall be binding upon Casper College. The addendum(s) will be posted on [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) and [www.caspercollege.edu/offices-services/purchasing](http://www.caspercollege.edu/offices-services/purchasing).

5.4. Bidders are responsible for checking these sites before submitting their proposals. All issued addendums should be acknowledged on the bid form.

6. Bid Opening

6.1. A public bid opening of each bid received will be conducted on date: 4/11/2024 at 2:00pm MDT time. The location will be room 312 in the Gateway Building on the Casper College campus. The Bid opening is a public meeting, open to anyone interested in attending.

6.2. Each firm submitting a bid agrees that their Bid shall remain valid for a minimum of forty-five (45) calendar days from the date of closing of this Bid.

7. Award and Contract Information:

7.1. A formal Contract will be issued by Casper College for this project. The contract between Casper College and the successful bidder will include the wording contained in the formal written contract, the request for proposal, addendums (if any), attachments, purchase order(s), purchase order terms and conditions, as well as the bidder's response to the request for proposal.

7.2. The bidder expressly warrants to Casper College that it has the ability, expertise, and required legal credentials to perform the contract if awarded. In doing so it shall use the highest standards of professional workmanship.

7.3. The awarded bidder is prohibited from subcontracting, assigning, transferring, the contract its rights, title or interest therein, or its power to execute such a contract to any other firm without the prior written consent of Casper College.

7.4. If the successful bidder decides not to accept the contract, Casper College reserves the right to grant the contract to the second successful bidder, reissue the request for proposal, or cancel the request for proposal.

8. Required Documentation for Awarded Proposal

8.1. The bidder who is awarded this proposal shall provide a certificate of insurance showing the following minimum coverage and limits with Casper College as a named additional insured. This will need to be on file with the procurement department before work can begin.

Commercial General Liability	
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Business Automobile	
Combined Single Limits	\$1,000,000

- 8.2. Current State of Wyoming Unemployment Insurance Certificate of Good Standing and Workers' Compensation Certificate of Good Standing will need to be on file with the procurement department before work can begin.
- 8.3. Approval of the insurance by Casper College shall not relieve or decrease the liability of the bidder. All bidder's policies shall be primary and not contributory.
- 8.4. If the event that the successful firm fails to maintain and keep in force Comprehensive General Bodily Injury and Property Damage Liability Insurance, Workers' Compensation Coverage, and other insurance coverage, as hereinabove provided, Casper College shall have the right to cancel and terminate the Contract forthwith and without notice.

9. Qualifications of Bidder

- 9.1. The bidder may be required to submit three (3) letters of reference from past projects that are similar to the work described by the specification of the request for proposal. These projects will need to be completed with in the last three (3) years. The procurement department will need the names, phone numbers, and addresses of these references.
- 9.2. The bidder shall secure and pay for all federal, state, and local licenses and/or permits required for the work that is outlined in the request for proposal. Casper College will cooperate with the successful bidder in obtaining all licenses and/or permits. The successful bidder shall pay for all taxes, fees, and assessments attributable to the performance of the contract work and/or services.

10. Laws and Regulations

- 10.1. The successful firm shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government applicable to the performance of the services described herein. In addition, the successful bidder shall also comply with all Casper College policies.
- 10.2. Applicable Wyoming State Statutes
  - Casper College shall apply the following State of Wyoming Statutes to this proposal if applicable.
    - ◆ W.S. 16-6-101 through 121 titled "Public Property – Public Works and Contracts"
    - ◆ W.S. 16-6-201 through 206 titled "Preference for State Laborers"



10.3. The bidder has the sole responsibility of compliance with all applicable State Statutes. Casper College reserves the right to request written verification of compliance.

**11. Environment, Health, and Safety**

- 11.1. The bidder agrees to indemnify and hold Casper College harmless for any release of toxic wastes or hazardous material, and/or any violation of laws or regulations of the EPA or DEQ that is caused by the bidder.
- 11.2. The bidder shall provide Casper College with a current copy of all applicable Safety Data Sheets (SDS) for each chemical, material, or product used during the performance of this scope of work.
- 11.3. Bidder shall not dispose of any hazardous waste on campus. The bidder is responsible for off-site hazardous waste disposal, and any associated costs, fees, or permits associated with such disposal.
- 11.4. The successful bidder shall take reasonable and proper care of Casper College property, facilities and equipment under its care, custody, and control in a manner that shall not cause any violations, abuse, or misuse of said property, facilities, and/or equipment.
- 11.5. The bidder shall be responsible for implementing safety measures for the protection of their employees, students, Casper College employees, and members of the public during all phases of the contract work.

**SECTION 3: Schedule of Activities**

Activity	Date	Time (our clock)
<i>Issue / Post RFP</i>	3/18/2024	N/A
Site Visit (recommended)	4/2/2024	2:00 pm
Last Date for clarification inquiries	4/4/2024	2:00 pm
Proposal submission deadline/Proposal opening	4/11/2024	2:00 pm
Presentations	Week of 4/22/24	N/A
Project Award	Week of 4/29/24	N/A

## SECTION 4: SPECIFICATIONS AND SCOPE OF WORK

### 1. PURPOSE, SPECIFICATIONS & SCOPE OF WORK

- 1.1. INTRODUCTION: Casper College is looking to partner with a third-party vendor to manage our on-campus bookstore operations. Casper College recognizes that the traditional college bookstore business is in a transitional period and is very interested in value-added enhancements by the vendor. The vendor we are looking for will provide a cutting-edge campus store retail service. Casper College is issuing this request for proposal that will result in the following:
- 1.2. Improved affordability for Casper College's students:
- 1.3. Reducing course material costs
- 1.4. Providing innovative course material solutions
- 1.5. Providing digital course materials
- 1.6. Expanding access to Open Educational Resources (OER)
- 1.7. Increased customer satisfaction, innovation, technology, community engagement, and anticipate market trends:
- 1.8. Offer innovative Casper College branded merchandise.
- 1.9. Optimize square footage of the Jack McCann College Store (bookstore) located at the Student Union / UW-CC Building (UU).
- 1.10. Develop and maintain a website that allows for ordering of books, supplies, and merchandise.
- 1.11. The website shall conform to Casper College's design guidelines.
- 1.12. The bookstore website includes the website, e-commerce platforms, and web-based services the vendor will create and maintain to support the Casper College bookstore. Casper College shall be the sole owner of all the rights, titles, and interests in all existing and future URL's related to the Casper College bookstore website.
- 1.13. The vendor's computer equipment/software must be certified and approved by Casper College's IT department for it to be connected to Casper College's network.
- 1.14. Development and implementation of a marketing plan that is customizable for Casper College and the surrounding community.

- 1.15. The vendor agrees that all processes fall within FERPA guidelines, and Casper College reserves the right to audit the vendor for FERPA compliance.
- 1.16. The vendor shall notify Casper College promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. All customer data must be kept confidential and shall not be shared or sold by the awarded vendor.

## 2. BACKGROUND

- 2.1. Casper College is a public community college in Casper, Wyoming. It is one of the largest and most comprehensive community colleges in the region. Established in 1945 as Wyoming's first junior college.
- 2.2. The College bookstore is currently located in the Student Union / UW-CC Building (UU) on the first floor. This building is approximately 90,000 square feet. The bookstore area has approximately 2610 square feet retail space, 197 square feet of office space, and 480 square feet of storage / shipping and receiving space.
- 2.3. The campus population consists of approximately:
  - 349 full-time employees
  - 156 adjunct instructors
  - 58 part time employees
  - 42 student employees (this includes those with federal work study allowances)
- 2.4. 3287 Total Students – Spring 2024 semester (see break-down below)
  - 1231 full-time
  - 2056 part-time (includes auditing students)
  - 1972 part-time (without auditing students)
- 2.5. The campus covers 200 acres and has a total of 28 buildings
- 2.6. The Casper College Ranch campus covers approximately 167 acres and there are 6 buildings
- 2.7. The city of Casper has a population of approximately 58,000 people.

## 3. OPERATION / PROGRAM REQUIREMENTS

- 3.1. The awarded vendor will operate and manage the College Bookstore in accordance with the objectives and requirements shown in this RFP and in compliance with all laws, ordinances, codes, rules, regulations and College policies. This vendor shall operate the bookstore on its credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and service required to perform its duties. The vendor will work closely with the Vice President for Administrative Services.

- 3.2. The College will maintain and operate the building structure, common areas and systems (electric, water, gas, HVAC, security).
- 3.3. The awarded vendor will consider students, faculty, staff, and the surrounding community with the products, services, items stocked, stocking levels, prices, buy-back allowances, etc. The vendor will maintain sufficient quantities of specified editions of textbooks, related supplies, e-textbooks, open educational resources (OER), and materials as required or recommended by faculty for academic courses, on-site and available for purchase by students at specific times items are needed. The vendor's refund policy shall be sensitive to the needs of Casper College students and customers.
- 3.4. The awarded vendor should offer a significant selection of "non-book items", such as school and office supplies, Casper College emblematic apparel, memorabilia, computer supplies and software, art supplies, and other quality items. These items should be of similar quality and price as compared to other bookstores and retail establishments in the region.
- 3.5. The vendor shall maintain firm procedures throughout the entire process of purchasing, receiving, storage, and inventory of all supplies, and shall pay for all supplies related to Bookstore operations and management applicable to this contract. The vendor will also develop and provide a professional website that can be used for marketing and that allows customers to make secure online purchases.
- 3.6. The awarded vendor shall have the right to operate the campus bookstore. However, Casper College may authorize the sale of certain items by approved vendors, student groups, or Casper College organizations.
- 3.7. The awarded vendor shall seek customer feedback on a regular basis through methods that include, but are not limited to customer surveys and student focus groups. These results shall be shared with the Casper College administration for evaluation and input.
- 3.8. Current hours of operation are 8:00am-5:00pm Monday through Friday. These hours may need to be adjusted and must be flexible during certain periods of the year (beginning and end of semesters, holidays, etc.) as agreed upon between the awarded vendor and the College.
- 3.9. The College reserves the right to periodically conduct, announced or unannounced, inspections, and evaluations, and request changes in the items stocked, quantities stocked, hours of operation, prices, safety, maintenance of the facilities and equipment to bring them to levels satisfactory to the College.

4. Personnel

- 4.1. The awarded vendor shall be responsible, at its sole expense, to employ all personnel necessary for the efficient operation of the bookstore.
- 4.2. Before commencement of the contact, the vendor shall present it, organization chart and or staffing model for the bookstore to Casper College for approval.
- 4.3. The vendor shall be responsible for the actions of its employees, agents, and independent contractors.
- 4.4. When on Casper College premises all employees shall comply with all applicable Casper College policies and procedures.
- 4.5. The vendor shall comply with the Americans with Disabilities Act (ADA), and all state and or federal laws.
- 4.6. The vendor shall secure and pay for all federal, state, and local licenses and permits required for the execution of operating the campus bookstore. Casper College will cooperate with successful firm in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes.
- 4.7. The vendor shall pay for all taxes and assessments attributable to this project and provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes. Casper College does not reimburse for taxes.
- 4.8. The vendor shall assume all liability arising out of, and is solely responsible for, conducting background check per Casper College specification for all of the vendor's employees, and contractors.
- 4.9. The vendor shall be required to remove any employees at the request of Casper College.

5. BOOKSTORE PURCHASES

- 5.1. The awarded vendor must accept major credit, personal checks, and cash for payment of purchases. The awarded vendor shall honor financial aid for qualifying bookstore purchases. The vendor shall be solely responsible for the collection of any debts resulting from checks, charge cards, or otherwise. No transaction fee will be assessed for credit card purchases without the approval of the College, and the Contractor must provide a letter documenting Payment Card Industry (PCI) compliance.
- 5.2. The Contractor must accept charge sales of College financial aid and sponsored students, utilizing the College's financial aid information that is provided by the College.

6. COURSE MATERIAL / PROGRAM REQUIREMENTS

- 6.1. The awarded vendor with work closely with Casper College academic programs to provide comprehensive course materials. Sufficient quantities of course materials should be available for students to purchase. Casper College faculty shall have academic freedom in their selection of course materials.
- 6.2. Course materials, including all required, recommended, or suggested course materials and supplies, including but not limited to textbooks, OER course materials, inclusive access course materials, course packets, software, and materials published or distributed electronically.
- 6.3. The awarded vendor shall provide course materials services for Casper College's current or future distance learning/online courses.
- 6.4. Casper College would like to expand our textbook rental program where possible in order to reduce the cost of course materials to students. The vendor shall make a significant effort to maximize the availability of textbook rentals when possible.
- 6.5. Casper College would like to expand our used text book where possible in order to reduce the cost of course materials to students. The vendor shall make a significant effort to maximize the availability of used textbooks when possible.
- 6.6. The awarded vendor shall provide a digital delivery program that addresses the changing types of course materials, including digital course materials, digital textbooks, etc. Casper College prefers a non-exclusive digital delivery program. The vendor shall work with the College to determine the best possible options for the introduction of new technology and delivery mechanisms.
- 6.7. A website for the bookstore shall be established and maintained by the vendor. The website shall include the ability for customers to order and reserve textbooks/course materials.

7. PRICING POLICY

- 7.1. Casper College is extremely committed to making textbooks/course materials affordable to our students. The vendor shall adhere to the following course materials pricing policy:
  - New textbooks ordered from publishers or wholesalers shall be sold at a price that is no greater than the publisher's or wholesaler's list price.
  - Used textbooks shall be sold at an agreed discount.
  - Course materials shall be sold at a price that is no greater than the manufacturer's or wholesaler's list price or no greater than a twenty-five (25%) gross profit margin.
  - Trade Books, Paperbacks and Magazines shall be sold at prices no higher than the publisher's suggested retail pricing or no greater than a twenty-five percent (25%) gross profit margin.

- Digital course materials sold by publishers to the vendor via the agency fee pricing model shall be sold at no higher than the retail price established by the publisher.
- Textbook rental shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the retail price.
- Other merchandise shall be sold at competitive prices and shall conform to College Bookstore industry standards.

7.2. The awarded vendor shall operate a continuous “buy back” program from students at an agreed percentage of the purchase price provided the textbook is in good salable condition and the book is to be used by the College for the forthcoming semester. Books will be bought back at this percentage until all required quantities needed for course enrollment are met, as determined by the Contractor. Books over of required quantities, books not being used for the forthcoming semester, and books being replaced shortly by a revised edition will be bought back at the Contractor’s discretion.

7.3. The awarded vendor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, software, computer/technology products, novelty gifts, school supplies, convenience items, graduation-related merchandise, and other products that are expected from a bookstore.

7.4. The College may request and shall receive from the Contractor in a timely manner proof that the above pricing policies are being followed. The College may, in the exercise of its sole discretion and at its sole cost, conduct one or more audits of the Bookstore to verify compliance with these pricing policies.

#### 8. BOOKSTORE EQUIPMENT / ASSIGNED SPACE

8.1. It is the responsibility of the vendor to inventory and assess any equipment owned by the College currently within the assigned areas as to the functionality and maintenance status. Such equipment will be provided on a loan basis during the contract period upon request. The vendor will be responsible for the maintenance and upkeep of the equipment.

8.2. The vendor at their sole expense provides any necessary fixtures or equipment to sell emblematic or general merchandise.

8.3. At its sole expense the vendor shall procure and keep in effect all necessary permits and licenses required for its performance under this RFP.

8.4. The vendor will be responsible for the removal of all trash and will be required to place the trash in the proper containers that are provided by Casper College.

8.5. Casper College retains full control and decision-making authority on any proposed modifications to the equipment, building, or specific spaces.

9. FIRE, SAFETY, SECURITY

- 9.1. Accident prevention and safety education shall be used by the vendor. Proper instructions on the use of equipment shall be provided in the promotion of a safe and accident-free environment.
- 9.2. The vendor shall immediately report fires, unsafe conditions and security hazards to the College. The vendor shall immediately fix and report any citations for unsafe conditions to the College.
- 9.3. Casper College shall furnish and maintain fire suppression equipment, fire extinguisher equipment and supplies, and the vendor shall notify the College immediately after any use of this equipment.
- 9.4. The awarded vendor shall comply with all applicable laws, ordinances, codes, rules and regulations relating to safety and health and shall maintain all necessary licenses and permits.
- 9.5. Casper College shall provide general security to the campus locations occupied by the Bookstore.
- 9.6. It is agreed that the campus locations assigned to the bookstore are for use solely to fulfill the vendor's duties and that the vendor shall at all times keep College facilities secured.
- 9.7. The vendor is responsible for maintaining the College's standard of security during those times the College's portion of the facility is closed.
- 9.8. The vendor shall be responsible for any theft or loss of College property that occurs as a result of the vendor's failure to provide adequate security under these circumstances.
- 9.9. The vendor shall be responsible for any keys or key cards or locking devices provided to the vendor at the onset of the contract. The vendor shall be responsible for the cost of replacement of lost keys, and if the College determines that keys lost by the vendor could compromise campus security, the vendor shall be responsible for all costs associated with re-keying or re-securing designated locations.
- 9.10. The vendor may request the College to re-key the facilities before the commencement of the Contract, or at any time during the duration of the contract, however, any costs of such re-keying shall be the sole responsibility of the vendor.
- 9.11. The vendor shall be responsible for immediately reporting to the College, via Campus Security and to the College contract representative, any known facts related to losses incurred as a result of break-ins to the premises or facilities.
- 9.12. The vendor shall be responsible for reporting to the College any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons occurring in or around the premises.



10. MARKETING STRATEGY

- 10.1. The vendor shall provide a comprehensive marketing and promotional strategy that will assist with advancing the Casper College brand among the Casper community.
- 10.2. The vendor shall manage and operate a unique bookstore website. The website will feature a full range of emblematic merchandise and course materials.
- 10.3. Casper College would like for the vendor to establish and maintain a unique social media program for the bookstore. The vendor shall develop and implement social media marketing and promotional strategies for the bookstore. The social media shall be kept up to date by the vendor.
- 10.4. Casper College's public relations department will need to approve all marketing campaigns.

11. SIGNAGE

- 11.1. The Contractor shall provide all necessary signs including but not limited to, signs at the entrance of the Bookstore to identify hours of operation, exit signs and internal signs. Exterior signage must be approved by the College. The College reserves the right to request modifications to all signage.

12. HOUSEKEEPING

- 12.1. The vendor shall provide daily housekeeping, cleaning, and preventive maintenance, which includes necessary equipment and supplies, for all assigned Bookstore areas. These areas shall include, but not be limited to, Bookstore common areas, receiving and storage, trash and garbage, employee restrooms, offices, hallways and stairs used by the Contractor.
- 12.2. The vendor shall develop, implement and update cleaning schedules for all equipment and areas as assigned.
- 12.3. The College will provide for the removal of trash and garbage from the designated receptacles. The Bookstore Contractor shall be responsible for transporting all waste from its assigned areas to the appropriate receptacles. The Bookstore Contractor shall cooperate with the College in minimizing disposal costs. Storage of refuse and recycling should be in appropriate containers and located in unobtrusive areas of the facility.
- 12.4. The College shall provide general housekeeping services to the facility at the same level supplied to any other administrative building, including light cleaning, dusting, vacuuming and cleaning the public restrooms.

12.5. The College shall be responsible for periodic stripping and sealing or waxing of floors and shampooing carpeted areas and furniture. Periodic cleaning of draperies, blinds, ceilings and outside windows, air distribution devices and light fixtures, including maintenance and replacement of light bulbs.

12.6. When the areas are closed for College breaks, these areas shall be left in a clean and ready-for-inspection condition. The College reserves the right to perform work schedules related to heavy-duty cleaning or general/annual maintenance tasks as the need dictates.

### 13. OTHER

13.1. The College shall not guarantee an uninterrupted supply of water, steam, electricity, gas, heat and/or air conditioning. However, it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss resulting from the interruption or failure of any such utility services.

13.2. The College provides phone and networking services to campus. The College will provide and pay for local service, while the vendor will be responsible for all long-distance charges. The Contractor agrees to such rates and to approve payment for such services.

13.3. Potential vendors are asked to submit a summary evaluation of the current bookstore facility/equipment regarding the condition/status as it relates to your proposal and a list of any additional or replacement equipment that would be necessary to implement your proposal plans/concepts.

13.4. If any additional equipment will be required to provide the services specified, state by whom and how the equipment would be acquired in relation to the final ownership of this property.

13.5. The awarded vendor will work with Casper College's IT department to integrate the vendor's IT systems with Casper College's IT systems. The cost of this will be the sole responsibility of the vendor.

### 14. FINANCIAL REPORTING

14.1. The vendor shall submit monthly a detailed sales report to Casper College. This sales report shall include but is not limited to total sales, store sales, online sales, commissionable sales, non-commissionable sales, and returns.

14.2. Casper College reserves the right to request additional reports and information and the awarded vendor shall comply to the best of their ability.

### 15. GROSS SALES

15.1. Gross sales for the last 3 fiscal years have averaged a little over \$1,000,000 per year, and is trending upward in fiscal year 2024.

16. CONTRACT TERM / TERMINATION

- 16.1. Casper College intends to have the awarded vendor operate all of the bookstore operations outlined in this RFP for an initial term of five years. Following the initial term Casper College may opt to renew the contract for five individual, one-year terms.
- 16.2. The vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for the operation of the bookstore. If the vendor shall fail to fulfill or perform any material obligation of the vendor under this RFP and contract (to be established upon the selection of a vendor) and such failure shall continue for thirty (30) days following written notice from Casper College to the vendor informing the vendor of its failure to fulfill or perform said material obligation, Casper College may terminate the contract by providing the vendor with written notice.
- 16.3. Casper College may terminate the contract without cause at any time by providing the vendor with of ninety (90) days written notice.

17. Proposal Format (Please use this format to prepare your proposal)

- 17.1. Section #1 - Letter of Interest / Introduction: This letter shall explain your overall desire to be awarded this contract and an introduction of your company and employees. The letter shall contain:
- Name and address of your company
  - Name and contact information of the person who will be the principal contact
  - Name of person having authority to make formal commitments on behalf of your company
  - State whether the company is a corporation, partnership, individual, etc.
  - Describe your overall understanding of the project
- 17.2. Section #2 - Experience:
- Provide a detailed description of your company's overall capabilities, experience and approach in providing the scope of services described
  - Number of years your company has been in business
  - Contracts you have been awarded that are similar
- 17.3. Section #3 - Qualifications of Key Personnel:
- Qualifications of those who will be involved in the scope of services
- 17.4. Section #4 - References: Similar contracts your company has been awarded
- Name of the Institution
  - Current Contact Person
  - Contact information

- 17.5. Section #5 - Quality Control / Safety
  - Describe your company's management plan
  - Standards used by your company
  - Housekeeping details
  - Safety Policies
  
- 17.6. Section #6 - Licenses:
  - Proof of licenses and/or certifications held by your company that may be relevant
  
- 17.7. Section #7 - Miscellaneous:
  - Provide a listing of the materials and services not shown in this RFP that you would expect the College to provide
  
- 17.8. Section #8 – Bid Commissions / Enhancements / Pricing Sheet

## SECTION 5: EVALUATION METHODOLOGY

### 1. Overview:

- 1.1. Casper College will conduct a comprehensive, fair, objective, and impartial evaluation of proposals received in response to this request for proposal. Proposals will be evaluated by all Casper College stakeholders. The evaluation committee is made up of members representing subject expertise on the project.

### 2. Evaluation Criteria:

- 2.1. Proposals will be evaluated on, but not limited to, the following criteria (not necessarily in priority order).
  - Proposals will be evaluated by a committee. Evaluation will be on, but not limited to, the following criteria (not necessarily in priority order):
  - **Pricing:** Includes meal plan prices, price escalation control, commissions to the College, value-added incentives, etc. Although pricing is important, the bidder with the most favorable pricing may not necessarily be awarded the contract.
  - **Meets Criteria/Qualifications:** The vendor has met the terms, criteria, and qualifications that are viewed to be necessary and or essential components of this proposal in the opinion of the evaluation committee.
  - **Experience:** Specialized experience and competence in performing similar services including staff members who will be involved. How long has the Company and its personnel worked in this or related fields? How many contracts has this company done in the past that are similar in scope?
  - **Reputation:** Information acquired through references and other sources available to Casper College.
  - **Value-Added Concepts:** Items, ideas or services that are not listed in this RFP that may provide measurable value by increasing efficiency and/or reducing costs. The willingness of the company to invest in this operation and demonstrate commitment to building our campus as a market.
  - **Etc.:** Other miscellaneous criteria.

Shane Pulliam



Casper College  
Director of Procurement

## SECTION 6: BID FORM

### *Casper College - Bid Form*

#### **Campus Bookstore Operations RFP #CC592-24**

##### **COMMISSIONS, ENHANCEMENTS and PRICING**

Provide a complete financial proposal that will describe the general plans for investment in the store or store-related operations, the staffing of operations, and the marketing of products and services. The bidder shall provide a detailed description of any commissions, enhancements and/or anticipated benefits proposed by the bidder that will assist or support College programs. Value-Added Enhancements may include, but are not limited to, donations, scholarships, gifts, renovation of facilities, etc. Dollar values associated with each proposed enhancement must be included in the proposal.

- SALES COMMISSION PLAN
  - Commission as a percent of commissionable sales:
    - \_\_\_\_% of all gross sales up to \$ \_\_\_\_\_
    - \_\_\_\_% of all gross sales over \$ \_\_\_\_\_
    - \_\_\_\_% of all gross sales over \$ \_\_\_\_\_
    - \_\_\_\_% of all gross sales over \$ \_\_\_\_\_
    - \_\_\_\_% of all gross sales over \$ \_\_\_\_\_
  - Commission as percent of pure digital course materials commissionable sales: % \_\_\_\_\_
  - Minimum Annual Guarantee (if you are offering one): % \_\_\_\_\_
  - A quarterly commission payment will be paid to the College by the Contractor for revenue derived from the Bookstore operations. The Contractor guarantees the commission will be paid each quarter for the entire duration of the contract. Please explain the commission you are offering below or in the pricing section of your proposal.

- Provide any value-added enhancements such as donations, scholarships, gifts, renovation of facilities, services or materials that may be offered to the College should be noted below or in the pricing section of your proposal.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Provide discounts on new and used textbooks and related materials and all other merchandise sold in the Bookstore. Also provide textbook buy-back allowances, etc. This may be shown below or in the pricing section of your proposal.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Received Addendum # 1 \_\_\_\_\_ Addendum # 2 \_\_\_\_\_ Addendum # 3 \_\_\_\_\_ (initial only if addendums were issued)

<b>Bidder Information:</b>		<b>Comments:</b>	
Bidder Name:		Mailing Address:	
City:	State:	Zip:	
Phone Number:		Fax:	
Bidders Name (print):		Title:	
Signature:		Email Address:	

\* Signing this form indicates you agree with all the conditions shown in this RFP, addendums (if any) and attachments.