



**Bookstore Request for Proposal
Loyola University New Orleans
New Orleans, Louisiana**

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SCHEDULE OF KEY EVENTS

1. Issuance of Request for Proposals	February 4, 2009
2. Optional Bidder Conference	February 16, 2009
3. Deadline for Written Questions	February 18, 2009
4. Receipt of Proposals	March 6, 2009
5. Oral Presentations (by selected Vendors)	March 16 – 20, 2009
6. University Site Visits to Vendor Accounts	March 23 – 27, 2009
7. Contract Award	April 3, 2009
8. Final Renovation Plan due	May 1, 2009
9. Contract Start Date	May 11, 2009
10. Transition Period	May 11- 15, 2009
11. Renovation Begins	May 18, 2009
12. Renovation Complete	August 10, 2009

SECTION 1: OVERVIEW

- 1.1 Loyola University New Orleans, a Jesuit and Catholic institution of higher education, welcomes students of diverse backgrounds and prepares them to lead meaningful lives with and for others; to pursue truth, wisdom, and virtue; and to work for a more just world. Inspired by Ignatius of Loyola's vision of finding God in all things, the university is grounded in the liberal arts and sciences, while also offering opportunities for professional studies in undergraduate and selected graduate programs. Through teaching, research, creative activities, and service, the faculty, in cooperation with the staff, strives to educate the whole student and to benefit the larger community.

Founded in 1912, Loyola University New Orleans is a private, four-year institution with a total enrollment 4,585 students: 65% undergraduates and 35% percent graduate or professional students. Loyola offers over 60 undergraduate majors and ten graduate programs in five colleges: College of Business, College of Humanities and Natural Science, College of Law, College of Music and Fine Arts, and College of Social Science. Forty-one percent of students are male and 59% are female, with ethnic minorities representing 36% of our total. Undergraduate students are required to reside on campus for the first two years with 24% of first year students commuting from the Metro area. The faculty-to-student ratio is 1:11.

- 1.2 The university is seeking a qualified Vendor to furnish management, labor, equipment, goods and supplies necessary to manage and operate a professional Bookstore that will provide the highest caliber of service to the University and surrounding community. The University's overall goal is to establish a successful business partnership based on the guiding principles of shared vision, collaboration, and commitment to best practices and to improve upon the level of satisfaction, service, and financial effectiveness currently being provided on campus. Personnel, programs, products, pricing, and service delivery must promote confidence that the University is obtaining the best possible combination of quality, customer service, and price.
- 1.3 The Vice President for Student Affairs and Associate Provost shall form a committee comprised of representatives from Academic Affairs, Student Affairs, Business & Administration, and the student body to assess Vendor responses in the Request for Proposal (RFP) in order to assure a quality program that meets the needs of students, faculty, staff, alumni, and visitors. The bookstore objectives as outlined below shall serve as a basis for decision-making.
- 1.4 Objectives:
- a. To provide the University community with a full range of required and trade texts, quality merchandise, and services typically offered by a progressive campus bookstore.
 - b. To become involved in the academic and co-curricular environment of the University, seeking opportunities to partner with university departments and to offer special merchandising and/or assistance for the University's ongoing and unique programs.
 - c. To develop intentional and engaging programs based around authors, book signings, readings, speaking engagements, and a writers-in-residence series with the goal of sustaining a vibrant campus life.

- d. To design and fund a renovation to the current text/retail location as well as a satellite retail area.
 - e. To propose and operate a contemporary retail environment with merchandise that is attractive to the campus community.
 - f. To maintain a state-of-the-art website that provides a superior on-line shopping experience (text, trade, and retail).
 - g. To provide in every department constantly superior customer service to students, faculty, staff, alumni, and University guests.
 - h. To initiate pricing policies which are fair and competitive relative to suggested retail prices of other bookstores and related retail establishments.
 - i. To stay current with market trends and delivery vehicles including but not limited to on-line adoption of textbooks by the faculty and on-line purchase of textbooks by students with pack and hold service, delivery to campus address, or ship to off-campus address.
- 1.5 The University does not seek an agreement that necessarily mirrors the current operation. It is open to creative alternatives that will meet the needs of the market and maximize revenues. In other words, a Vendor may propose to close a certain department, consolidate departments, and expand services into other areas of the campus or a variety of other options. The University is open to proposals that meet the Bookstore objectives.
- 1.6 The University wishes to be clear and open with Vendors. It is recognized that a sizeable investment by the successful Vendor will be necessary. Any and all proposals must include a financial implementation plan detailing the investment the Vendor is willing to make in this project over the life of the contract.
- 1.7 The University's goal is to award an initial five-year contract with options to renew for five additional years to a qualified bookstore lease operator who will work cooperatively with the University to implement its goals for a campus bookstore. Each respondent must provide a proposal based upon these terms. However, the University will also consider alternative contract terms as part of an overall financial package.
- 1.8 The University's ultimate goal is to meet the objectives it has drafted for the campus bookstore. With that as the basis, proposals will be scored on both service/conceptual and financial components. The University's intent is to enter into a contract with a company that best exhibits the ability to work with the University to meet its objectives.
- 1.9 It is fully understood by both parties that the Vendor will operate as an independent contractor and not as an employee of the University.

SECTION 2: INSTRUCTIONS AND AWARD

- 2.1 Proposals will be received until 12:00pm CST on March 6, 2009 for furnishing the services described herein. Proposals received after this time and date will be rejected and not considered for a contract award. Proposal delivery may be through US Mail or personal courier. All forms, data and proposals must be in ink and typewritten. Facsimile and electronic mail proposals are not accepted. Proposals must be submitted with the envelope or packaging plainly marked in the lower left-hand corner "**Proposal for Bookstore Lease, Due March 6, 2009 at 12:00pm CST.**"
- 2.2 Six (6) copies of the proposal are required. All documents submitted with the proposal should be bound as a single volume. Each copy of the proposal should be bound in the same manner. Since the submissions are accepted as proposals, there will be no formal opening.
- 2.3 Proposals are to be addressed in the following manner:
Dr. M.L. "Cissy" Petty
Vice President for Student Affairs and Associate Provost
Campus Box 13, 6363 St. Charles Ave.
New Orleans, LA 70118
- 2.4 Every proposal shall be binding upon the Vendor for ninety (90) calendar days following the proposal acceptance date. All terms and specifications included in or appended to this RFP apply to any bookstore lease contract subsequently awarded.
- 2.5 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed by a person or persons authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- 2.6 By submitting a proposal, the Vendor agrees to be governed by the terms and conditions set forth in this RFP. Any exceptions to the specifications must be clearly identified in the last section of the Vendor's proposal.
- 2.7 Proposal data and responses should be submitted in the same order as requested in the Mandatory Requirements Section of this RFP. If significant errors are found in the proposal, or if a proposal fails materially to conform to the requirements of the RFP, the proposal may be rejected. Data and responses should be prepared in a manner designed to provide the University with a straightforward presentation of the Vendor's capability to satisfy the requirements of this RFP. Vendors are encouraged to submit additional information pertinent to this RFP.
- 2.8 The Vendor shall be responsible for fully acquainting itself with conditions relating to the scope and restrictions attending to the execution of the work under the conditions of this RFP. Failure or omission of any Vendor to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this RFP or to any resulting bookstore lease contract.
- 2.9 This RFP does not commit the University to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for goods or services.
- 2.10 The award made shall be in the best interest of the University, as solely determined by the University. The University reserves the right to accept or reject any and all

proposals, to waive any informalities in a proposal and unless otherwise specified in writing by the Vendor, to accept any items in any proposal. The University may require oral presentation of one or more Vendors for the purpose of discussion or clarification.

- 2.11 The award document will be a contract incorporating, by reference, all the requirements, terms, and conditions of the RFP solicitation and the Vendor's proposal as negotiated. The contract shall be governed under the laws of the State of Louisiana.
- 2.12 Due to the possibility of further discussions with the Vendor for clarification of specific items, the details of the proposal will not be divulged when the proposals are opened. The proposals will be taken into management advisement until an apparent Vendor is selected and a contract finalized. The successful Vendor agrees to enter into a contract with the University that contains the items included in this RFP with clarifications and additions as negotiated.
- 2.13 Method of Award:
After evaluation of proposals by the Bookstore RFP Committee, the award of a contract will be made by a recommendation of the Vice President for Student Affairs and Associate Provost to the President.
- 2.14 Optional Bidder Conference:
An Optional Bidder Conference consisting of a facilities tour and a question and answer session in the Danna Student Center will be held on February 16, 2009. Attendance at the conference is strongly recommended but not a prerequisite to submitting a proposal. The purpose of this conference is to allow Vendors an opportunity to present questions and obtain clarification relative to any facet of this RFP. Minutes will be taken during the conference and written answers to all questions asked during the conference will be provided by the University within 10 business days thereafter.
- 2.15 Subsequent Research/Surveys/Campus Visits:
Subsequent site visits desired by any Vendor who attended the Optional Bidder Conference must be by appointment only and made through Director of Co-Curricular Programs Chris Cameron at 504-865-3622 or ccameron@loyno.edu. Vendors who did not attend the Optional Bidder Conference will not be granted subsequent visits. All Vendors must adhere to the following rules and policies:
- a. Have prior written permission from the director to visit the facilities with the purpose of meeting with any University personnel, conducting surveys, or touring the back of the house areas.
 - b. Wear a visible identification badge that identifies the Vendor's company.
 - c. Intercept surveys may be allowed with advance permission from the director. The director will clear survey/date with the appropriate administrative unit. There will be no surveying of students from room to room in the residence halls or in any non-public or academic areas of the campus.
 - d. May not disturb the day-to-day operations of the Bookstore or any other on-campus operations.
- 2.16 Questions concerning the RFP, RFP process, and/or questions arising after the Optional Bidder Conference must be addressed in writing to the Director of Co-Curricular

Programs. Where practical, questions should be presented with reference to the exact page number and item within this RFP (i.e. p. 12, 4.54) then state the question. The response(s), if any, will be sent to all Vendors within 5 business days of submission.

- 2.17 In the event it becomes necessary to revise or clarify any part of this RFP, addendums issued prior to the due date will be provided in writing to all Vendors who received the RFP and expressed a desired to submit a proposal.

SECTION 3: QUALIFICATIONS

- 3.1 The University will consider proposals only from qualified Vendors who are capable of meeting the terms and conditions stated herein. Consideration will be given only to Vendors ordinarily engaged in operating bookstores serving college and university campuses and having sufficient experience and financial resources to contract for the services specified in this RFP.
- 3.2 The selected Vendor shall meet the following minimum requirements:
- a. Have been in business successfully for five years serving campuses with a similar size and type of operation.
 - b. Have operating manuals and policies to support service, training, sanitation, safety, production, financial controls, and other business operating policies and procedures.
 - c. Have an organizational structure above the local management level and/or professional services available to support an account of this size and type as well as trained staff capable of the management roles at Loyola University New Orleans.
 - d. Have the University-required minimum insurance coverage policies.
 - e. Have the financial resources to implement any proposal made to the University including renovations, start-up costs, recruitment and relocation of managerial staff, purchase of inventories, and other normal expenses.

SECTION 4: SCOPE OF CONTRACT/TECHNICAL SPECIFICATIONS

MANAGEMENT AND PERSONNEL

- 4.1 Vendor shall maintain an adequate staff on duty at the University at all times to ensure a quality campus bookstore operation. In order to maintain a high quality of service, the Vendor shall be responsible for providing expert, experienced and qualified personnel for administration and supervision, financial management, marketing, merchandising, purchasing, receiving, customer service, and sanitation, consulting both onsite at the University and at Vendor's corporate level.
- 4.2 Vendor's on-site management team must possess an appropriate amount of professional training, experience, interpersonal characteristics, and public relations skills to provide the expertise required for a bookstore operation of high quality. The management team shall consist of a full-time manager and as many full-time management and supervisory personnel as mutually deemed necessary to adequately staff the major service departments (textbooks, trade, retail, supplies, etc.). There shall be management staff on duty and in attendance during regular store hours and any special events such as buyback.
- 4.3 Vendor shall continually provide satisfactory training and development programs for employees at all levels of the bookstore operation. Regularly scheduled full-time, part-time, and student employee training meetings shall be conducted by the Vendor as a cost of doing business.
- 4.4 Vendor shall provide a position description and resumes for individuals who are manager applicants. The University shall be allowed to participate in the interviewing and evaluation of the Bookstore Manager should the need arise. The University must approve the final selection of the Bookstore Manager.
- 4.5 Management positions (defined as department managers and above) shall not be changed unless mutually agreed upon in writing between the University and the Vendor. The University requires thirty (30) days advance notice in writing for any management personnel change.
- 4.6 Candidates for the Manager's position should have a minimum of five (5) years full-time professional bookstore experience in comparable, progressively responsible positions, and formal education in college bookstores and bookstore-related areas. The University expects the manager's responsibilities to include, but not be limited to, programming special events and ensuring a state-of-the-art webpage presence.
- 4.7 Vendor shall designate the regional/district manager assigned to supervise the Bookstore management. The University reserves the right to review the qualifications of the regional/district manager and request a change of personnel when deemed appropriate. The University expects the regional/district manager's responsibilities to include, but not be limited to, the following:
 - a. Perform routine reviews and inspections of operations.
 - b. Submit quarterly reports to the University addressing issues that affect the efficacy of text and retail operations, services, security, sanitation, and any other relevant topics, and to include adequate supporting data and recommendations for improving the situation.

- c. Establish reasonable performance standards for employees, managers and supervisors, with periodic discussions or meetings with individuals to assist them in achieving the standards.
 - d. Fill staff vacancies if necessary.
 - e. Consult with the University on current and future trends in the bookstore industry and offer new programs provided by the Vendor.
- 4.8 Upon request, the Vendor shall provide the University with a list of employees, supervisors, and management personnel by assigned work area and salary allocation.
- 4.9 Vendor is responsible for the on-campus behavior of all its employees. Said employees will abide by all rules and regulations which govern the University's employees. Infraction of those rules and regulations may result in the University requesting that the individual no longer be employed at the Vendor's account.
- 4.10 Vendor's agents must observe all regulations in effect at the University.
- 4.11 Vendor shall have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes unemployment insurance, worker's compensation, and other taxes, health examinations, permits and licenses.
- 4.12 Vendor agrees it shall be Vendor's sole obligation and not involve the University in any labor disputes involving the Vendor's employees. In the event such labor disputes arise, the University reserves the right to provide alternative services until the dispute is resolved or terminate the contract.

REQUIRED TEXTS AND INSTRUCTIONAL MATERIAL

- 4.13 Vendor shall provide for the timely supply and sufficient quantities of required and recommended textbooks insuring that an adequate supply of textbooks is available to students throughout the year.
- 4.14 Vendor shall provide all required titles and all required instructional material.
- 4.15 Vendor shall provide an extensive supply of used textbooks.
- 4.16 Vendor shall provide special orders for out-of-stock required/recommended books at no additional cost.
- 4.17 Vendor shall provide the University with an "out of stock while demand remains" list and follow up accordingly.
- 4.18 Vendor shall provide timely response to users requiring special orders, make every effort to obtain the earliest possible delivery, and do so at no additional cost.
- 4.19 Vendor shall provide for the sale of University-produced educational materials.
- 4.20 Vendor shall provide the faculty with desk copy assistance. Vendor must describe its recommended system in its proposal.
- 4.21 Vendor shall replace defective textbooks at no cost.

- 4.22 Vendor shall order the adopted books using ISBNs provided by the University and not change or alter the order without the documented consent of the department or faculty member.
- 4.23 Vendor shall fill orders for books and required supply items from term to term in accordance with textbooks and supply adoptions by the authorized department designees.
- 4.24 Vendor will provide for a wide selection of trade books and promote the reading of such books with special promotions and/or visiting authors or lecturers.
- 4.25 Vendor must receive written approval from the University prior to changing any customer-related policies and/or procedures.

RETAIL SALES AND SERVICES

- 4.26 Vendor shall provide trade books, magazines, soft goods, stationary, desk and room accessories, supplies, insignia clothing, imprint items, and related bookstore merchandise and services to the extent that the sale of such items is compatible with the educational mission of the University and the Bookstore's purpose.
- 4.27 Vendor shall have exclusive rights in the Danna Student Center Bookstore to sell those items typically associated with a college or university bookstore operation including but not limited to textbooks and related instructional materials. The University reserves the right to negotiate separate agreements for the sale of other goods and services including but not limited to office supplies, computers, software, and computer-related equipment and accessories. University departments are not required to purchase office supplies or any other item through the Bookstore.
- 4.28 Exclusivity is not granted to sales outside the physical Bookstore or through ecommerce such as those made through:
 - a. Recognized student organizations.
 - b. University departments, including Athletics.
 - c. The Alumni office and/or Alumni Association.
- 4.29 Vendor must receive permission from the University before offering for sale any item or similar item (e.g. food or beverages) which is offered for sale by other retail operations within the Danna Student Center or within the University.
- 4.30 Management of the licensing function for the University's trademarks and logos will be retained by the University. The Vendor must conform to all University policies and procedures related to licensing and regarding the use of its marks.
- 4.31 Vendor shall offer for sale and/or rental cap and gown regalia for students, faculty and staff, working closely with the appropriate University department(s) in regard to notices and schedules. Vendor shall also offer graduation announcements and related merchandise. Coordination of commencement apparel rental and sales, as well as storage and dry cleaning costs for the Board of Trustee gowns will be at no cost to the University.
- 4.32 Vendor shall offer for sale the official university class ring.

- 4.33 Attention shall be given to the offering of products that accommodate a diverse campus clientele and customer educational and/or social concerns. Attention shall be given to offering green/sustainable products and those products from local sub-vendors.
- 4.34 Vendor agrees to immediately remove from stock and not offer for sale any merchandise which the University considers offensive or inappropriate. The University will have sole and final approval for all merchandise offered for sale in the University Bookstore.

HOURS OF OPERATION

- 4.35 The Vendor shall submit as part of the RFP the hours of operation it intends to use for its retail operation. Current hours of service may be used as a guide (see Section 5.2). Prior to the commencement of the contract, the Vendor's proposed hours of service shall be approved in writing by the University. Such hours must be maintained for two months prior to Vendor's making a request to revise the hours of operation.

MARKETING AND SPECIAL EVENTS

- 4.36 The Vendor shall regularly implement advertising and promotional efforts to increase the visibility and image of the Bookstore. The University shall reasonably cooperate with the Vendor in promoting and merchandising services and products to attract more customers and to more fully utilize the Bookstore.
- 4.37 The Vendor shall be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles.
- 4.38 All advertising and promotional efforts shall be coordinated through, and reviewed by, the University prior to publication and distribution, and shall be primarily intended for students, faculty, staff, and guests of the University.
- 4.39 Bookstore promotional materials may be included in University promotional mailings so long as this inclusion does not materially affect the mailing costs. If it does affect the cost, the additional postage will be paid by the Vendor. Other materials produced, printed, and mailed at the Vendor's cost must first be approved in writing by the University.
- 4.40 The Vendor shall participate actively as a programming agent for the University and shall recognize University events, milestones, and holidays. Such participation may come in many forms including but not limited to book signings, readings, specials, promotions, sales, discount coupons, window and service area decorations, extended hours, or underwriting of events.
- 4.41 The Vendor shall have monthly promotions and special events of its own.
- 4.42 The Vendor agrees to offer discounts for special events and selected groups.
- 4.43 The Vendor shall continually initiate ideas for varied methods of service, merchandising, public relations, promotion and product presentation in all departmental operations to increase usage, improve service and products, and maximize potential revenues. Such endeavors shall be implemented in a manner typical of successful comparable commercial operations.

DISPOSITION OF GOODS

- 4.44 Vendor shall be solely responsible for the disposition of any and all damaged, distressed, or surplus books, supplies, tools, materials and other damaged or surplus merchandise, regardless of the cause thereof.

CUSTOMER SATISFACTION

- 4.45 The Vendor shall monitor customer satisfaction through an evaluation system involving customer representation from a cross section of the University community. The Vendor shall conduct each semester, at its expense and without the use of University resources, a survey which assesses the effectiveness and satisfaction with all areas of the Bookstore operation. The University reserves the right to also conduct independent satisfaction research.
- 4.46 The Vendor may additionally utilize focus groups including, but not limited to, students, faculty, staff, and alumni.
- 4.47 The Vendor shall maintain a telephone and/or computerized "hotline" or electronic bulletin board or newsletter as a tool to maintain effective communications with students, faculty, and departments.
- 4.48 The Vendor shall extensively utilize the aforementioned communication system and provide timely (one working day or less) response to inquiries.
- 4.49 The Vendor is encouraged to engage in other forms of customer monitoring as it deems necessary.

PRICING, REFUNDS, AND DISCOUNTS

- 4.50 Pricing shall not exceed the industry standards for mark-ups as presented below, but may be less, subject to supply and demand or in response to local competition.
- 4.51 All new textbooks and paperback books shall be sold at prices no higher than net price plus twenty-five percent (25%) margin.
- 4.52 Trade books shall be sold at prices no higher than publisher's suggested retail prices. All Best Sellers shall be discounted a minimum of twenty-five (25%) from the publisher's suggested retail price.
- 4.53 All used textbooks, whether cloth, paperback, or otherwise, shall be sold at not more than seventy-five percent (75%) of the then-current new prices.
- 4.54 All other merchandise shall be marked up to reflect a normal gross profit margin for the university bookstore industry or as pre-priced.
- 4.55 The University may request and shall receive from the Vendor proof the above pricing policies are being followed. Information must be provided by the Vendor within three (3) business days.
- 4.56 The Vendor shall buy back from students, at prices at or above industry standard, books officially listed as being adopted for the subsequent term until the Bookstore has filled its quota as defined by the University adoption requests. It is acknowledged that buyback at premium prices shall not be expected to exceed anticipated demand.

- 4.57 The Vendor shall buy back books not being adopted for the following semester, or books that are to be replaced by a revised edition (according to an announcement by the publisher) at a price listed for the book in a current issue of the textbook buying guide.
- 4.58 The Vendor shall maintain price competitiveness with other collegiate bookstores in the community.
- 4.59 Prior to commencement of the contract, the proposed pricing strategies shall be approved in writing by the University. These prices and schedules shall serve as a guide for any other items not specifically included in the initial proposal.
- 4.60 Notwithstanding the above, the University may approve a temporary price increase due to unexpected, significant increases in wholesale cost of certain items until such a time as prices for a given item(s) stabilizes. With its temporary price increase request, the Vendor shall submit documentation as to the impact on the wholesale price of the affected item.
- 4.61 The Vendor agrees to refund or exchange any textbooks returned to the Bookstore within a reasonable number of days prior to, during, or after the beginning of a new term (fall semester, spring semester, and summer sessions).
- 4.62 The Vendor shall post conspicuously and without equivocation, store policies concerning refunds, buybacks, and exchanges.
- 4.63 As part of the RFP, the vendor shall submit its pricing policies.

FACILITIES AND EQUIPMENT

- 4.64 The Bookstore operated by the Vendor shall be located in the Danna Student Center with any satellite location being first approved by the University.
- 4.65 The University shall provide adequate private office space and furniture for store personnel. Should the Vendor wish to maintain public office space within the premises, then the Vendor shall provide furniture at its sole cost provided that the University pre-approves the furniture selected.
- 4.66 The Vendor shall be responsible for all leased space and maintain it in good condition and repair. Vendor shall be responsible for the proper use and care for the equipment and facilities it is assigned and/or uses in the performance of its daily duties. The Vendor shall be responsible for performing first level (operator) housekeeping on equipment, fixtures, furnishings and building components. Offices, storage areas and closets which are solely assigned to the Vendor will be cleaned and maintained by the Vendor. In public areas it shall be the Vendor's responsibility to remove trash and do general daily housekeeping.
- 4.67 Any store fixtures, equipment, and furniture owned by the University may be used by the Vendor as and if appropriate to the renovation design plan. Vendors must indicate in the proposal if they plan to use any of the existing fixtures. Any replacement fixtures, equipment, or furnishings provided by the Vendor during the life of the contract must be new.
- 4.68 With respect to the equipment provided by the University, the University makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Vendor shall have the

benefit of any warranty or guarantee given the University by the manufacturer or the seller of the equipment.

- 4.69 Vendor representatives, who normally provide checks and reports as part of their equipment or product service, shall be encouraged to make frequent inspections. A copy of all inspection reports shall be furnished by the Vendor to the University. The Vendor shall be responsible for implementation of corrective measures and shall within five (5) working days, provide to the University a written report of these actions.
- 4.70 Any fixtures, equipment, or furnishings that are amortized over the life of the contract shall remain the property of the university.
- 4.71 The Vendor shall provide, at its own cost and expense, any other equipment not provided by the University which the Vendor deems necessary to implement its operations. The installation of Vendor-owned equipment shall require the prior written approval of the University. Specifications for replacement of inventory of office furnishings by the Vendor shall require the University's review and approval.
- 4.72 The Vendor, at its cost, shall provide any office machines necessary for the management of the Bookstore operation including computers, printers, facsimile machines, copy machines, typewriters, calculators, system components, and similar items.
- 4.73 The University and the Vendor shall jointly inspect the inventory of equipment annually. Vendor must reimburse the University for any unaccounted for University-owned equipment inventory item that is under the control of the Vendor.
- 4.74 The Vendor shall be responsible for any repair or replacement cost to equipment within its areas of operation. The use of any sub-contractor to repair equipment on site must be approved by the University.
- 4.75 The University shall be responsible for any repair or replacement cost to the Danna Student Center facility, such as broken windows, pipes, HVAC systems, etc.
- 4.76 Vendor shall be responsible for any repair in the building caused by employee negligence. In the event of Vendor negligence, the University shall, at its option, request the Vendor to make and/or pay for the necessary repairs or replacements without charging such costs against the account.
- 4.77 If there are Bookstore goods which must be transported by motor vehicle, the Vendor shall be responsible for providing: (1) an insured vehicle suitable to the purpose; (2) adequate and qualified staff to operate the vehicle; and (3) appropriate insurance to cover the activity. The Vendor shall be liable for damages or injuries caused by negligent operation of the vehicle by the Vendor's employees or agents.
- 4.78 On termination or expiration of the contract, the University shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Vendor shall surrender the facilities and non-expendable supplies and equipment to the University in as good condition as at the start of the Agreement, ordinary wear and tear and loss or damaged by fire, flood and other perils covered by extended coverage insurance excepted. Ownership of all non-expendable supplies and capital and other equipment shall remain with the University and shall not be loaned, rented or removed from the University without prior written approval. The Vendor shall not, without consent of the University, relocate University equipment between operating units or rearrange any facility unit's equipment. The inventory must be equal to the original inventory plus any additional (not

replacement) equipment provided during the life of the Contract. Undepreciated value of additional equipment other than trade fixtures (purchased by the Vendor) at the time of a transition would be purchased by the new Vendor or the University in the event the University should begin self-operation. Depreciation will be straight-line method over ten years.

REGISTER SYSTEM

- 4.79 The Vendor, at its cost, shall provide any cash registers and electronic card readers compatible with the University one-card system. Vendor shall also be responsible for any costs associated with interfacing the selected register system with the University's one-card system as well as all associated license and maintenance costs.

SPACE USE

- 4.80 The facility is currently not financed with tax-exempt bonds. In the event that tax-exempt bonds are utilized in the future to fund a new facility and/or renovate the existing premises, the University shall require a financial arrangement that complies with Rev. Proc. 97-13 and does not result in private business use under IRC 141(b).
- 4.81 The University retains the right, without unreasonably interfering with normal Bookstore operations, to use the areas within and adjacent to the Bookstore for a variety of activities which may or may not be bookstore related. The University shall notify the Vendor prior to such usage. Appropriate setup and cleanup shall be performed by the University with no cost charged to the Vendor. Facilities shall be restored to conditions mutually satisfactory to the Vendor and the University at the conclusion of the activity.
- 4.82 When the Vendor uses areas which are not assigned to it pursuant to the contract, or which are not primarily intended for Bookstore functions, e.g., meeting rooms and lounges, for purposes such as book signings, the University shall perform the appropriate setup and cleanup for that area, including restoring facilities to their usual condition before the next scheduled use of the area. This includes maintenance and sanitation of the area, furniture rearrangement, equipment and trash removal.

UTILITIES

- 4.83 The University does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat or air conditioning. However, the University shall take reasonable efforts to effect restorations of the service following an interruption. The University shall not be liable for any product loss which may result from the interruption or failure of any such utility services.
- 4.84 The Vendor shall assume responsibility for maximum utility/energy conservation. The Vendor shall adopt and enforce a policy of turning off or down lights, fans, and other energy consuming items when the Bookstore facilities are not in use or when business volume dictates a reduction in the use of utilities.
- 4.85 The Vendor shall pay the monthly telephone and data line charges plus all long distance service charges. The per month line charges may change from year to year and the Vendor will be notified of any increases at the time the University notifies other campus users. Line charges may also vary for operations removed from the main campus.
- 4.86 Vendor shall reimburse University for its utility expenses based on the previous year's actual expenses allocated to the percentage of space the Vendor occupies in the building.

SANITATION AND SAFETY

- 4.87 The Vendor shall provide daily operational housekeeping, cleaning, and sanitation service, with supplies, for all assigned Bookstore areas. In-house containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the Vendor to maintain sanitary conditions. Storage of refuse and recycling should be in appropriate containers and in unobtrusive areas of the facility, not in the retail areas.
- 4.88 The University will provide a trash container services for the campus and will coordinate the removal of trash and garbage for the campus. The Vendor shall cooperate with the University in minimizing disposal costs.
- 4.89 The Vendor shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest standards of cleanliness and safety, and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times.
- 4.90 The Vendor shall develop, implement, and update cleaning schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat and sanitary appearance. Upon review and approval by the University, schedules shall be posted and implemented within 30 days of the beginning of the contract. University maintenance personnel shall have access to inspect the Bookstore areas and equipment for the purpose of correcting deficiencies or to prevent loss or damage to University property.
- 4.91 When the Bookstore is closed for University holidays, these areas shall be left in a clean and ready-for-service condition. Work schedules shall provide sufficient personnel and time for cleaning prior to a shut-down.
- 4.92 All modifications and maintenance to building systems (electrical, air systems, etc.) are to be performed by University maintenance personnel or those approved by the University.
- 4.93 All structural modifications to University facilities and renovations must be approved by the University.
- 4.94 The Vendor's employees shall be dressed appropriately.
- 4.95 The University shall be responsible for all maintenance of insect and pest control in all areas for production, service and storage. The Vendor will cooperate with the University to assure an effective pest extermination and/or elimination process.
- 4.96 The Vendor is urged to recycle packaging and other items to the extent that there are available markets and outlets for the products and it meets state and local sanitation and safety regulations.
- 4.97 An aggressive program of accident prevention and safety education shall be adopted and implemented by the Vendor. Proper instructions on the use of equipment shall be provided in the promotion of a safe and accident-free environment.
- 4.98 The Vendor shall immediately report fires, unsafe conditions, thefts, and security hazards to the University. The Vendor shall immediately respond to and/or report any citations by local, state or federal agencies or those identified by the University's Bookstore liaison for unsafe conditions to the University.
- 4.99 The University reserves the right to periodically conduct an unannounced inspection with or without the Vendor. Consultant inspectors for all state and local authorities and from the University shall have complete cooperation from the Vendor. When state and local

authorities arrive for inspection, the University shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Vendor to the University within 72 hours of receipt. Within five (5) working days, the Vendor shall provide the University with a written report of corrective action. In the event that corrective action is a joint responsibility, the Vendor shall notify the University of its responsibility in the matter and shall work with the University in the implementation of such action.

- 4.100 The University shall furnish and maintain fire extinguisher equipment and supplies. Vendor shall notify the University immediately after any fire extinguisher use or discharge.

SECURITY

- 4.101 The University shall provide general security to the campus locations occupied by the Vendor. It is agreed that the campus locations assigned to the Vendor are for use solely to fulfill the Vendor's duties, and that the Vendor shall at all times keep University facilities secured. In the event the Vendor is required to share premises, the Vendor is responsible for maintaining the University's standard of security during those times when the University's portion of the facility is closed. The Vendor shall be responsible for any loss or damage resulting from Vendor's failure to provide adequate security under these circumstances.
- 4.102 The Vendor is required to use the University key system for all door locks, padlocks and other locking devices used to secure the facilities, equipment and merchandise inventory of the Vendor.
- 4.103 The Vendor shall be responsible for accounting for the location of any keys 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. If the University determines that keys lost by the Vendor or its employees could compromise campus security, the Vendor shall be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Agreement, or at any time during the Agreement term, the Vendor may request the University to re-key the facilities with the Vendor paying any costs of such re-keying.
- 4.104 The Vendor shall be responsible for immediately reporting to the University any break-ins or unauthorized entries into the Bookstore and all property losses associated therewith. The Vendor shall be responsible for reporting to the University all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the premises.
- 4.105 The Vendor shall not seek to arrest, detain, or otherwise implement punitive sanctions against a customer without first seeking the assistance and approval of the University.
- 4.106 The Vendor shall take such measures as may be reasonably required by the institution for the protection against loss by pilferage or destruction.

FINANCIAL ADMINISTRATION

- 4.107 The Vendor shall have full and complete responsibility for the financial administration of the Bookstore. Such responsibility includes but is not limited to salary, operating budget, orderings texts and merchandise, billings and collections from third parties, processing payments for all goods, assumption of bad debt and/or inventory shrink, acceptance and

deposit of all funds, reconciliation of accounts, preparation of financial reports, payment of taxes, and all other activities that may apply.

- 4.108 The Vendor will operate on its own credit, with no advance payments from the University.
- 4.109 All prices shall be subject to applicable sales tax. The Vendor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations. The Vendor shall hold harmless and indemnify the University from and against all claims or demands arising out of the Vendor's failure or refusal to collect and remit taxes applicable to its activities hereunder.

TENDER & HANDLING PROCEDURES

- 4.110 The Vendor shall provide for the sale of goods through cash, check, credit card, debit card, University one-card, University department charges, and University purchase order.
- 4.111 Accepted personal checks shall be in accordance with store policy. Vendors must submit suggested policy as part of their proposal. All returned checks, penalties, fees, and collection will be the responsibility of the Vendor.
- 4.112 The Vendor must accept no less than three major credit cards (i.e., American Express, Discover, MasterCard, VISA, etc.) and pay, at its sole expense, any fees related to the use and privilege thereof.
- 4.113 The Vendor shall have in place policies and procedures that exercise maximum security control over all cash, charge, and electronic sales transactions. The University shall not be responsible for theft or loss of the Vendor's cash or property.

GROSS SALES

- 4.114 Gross sales shall be defined as all collected sales less voids, refunds, sales tax, and discounted/special sales.

COMMISSION & REPORTING

- 4.115 The Vendor shall pay to the University an annual minimum guarantee or commission percentages based on gross sales, or a combination thereof as negotiated with the Vendor through the RFP award process and agreed upon through the contract.
- 4.116 Commissions shall be paid to the University on Bookstore sales in the period they are earned and charged, and not on the collection date. The Vendor shall not be reimbursed for commissions paid on uncollected accounts.
- 4.117 Commission payment is due within ten (10) days after the end of the Vendor's accounting period.
- 4.118 Sufficient and detailed financial data must accompany the commission payment such that the University may reasonably determine the appropriateness and accuracy of the payment due.
- 4.119 The Vendor shall provide the University with a complete set of monthly financial statements no later than the 10th day after the end of the Vendor's accounting period.

- 4.120 Statements shall show budgeted and actual sales and/or operating results for the current period, previous period and year-to-date. Causes and appropriate documentation of abnormal revenue and expense deviations shall be noted by the Vendor as part of these statements.
- 4.121 Operating statement reports shall include, at a minimum, a summary of gross sales and sales tax, customer counts, average check, per capita sales, sales mix (breakdown by department), and sales by tender type.
- 4.122 Each operating statement by type of service and location and on a composite basis shall present gross revenue for the period being reported and fiscal year-to-date, with percentage rates given for each item and period.
- 4.123 Operating Statements by the following department categories shall be required:
- a. Textbooks
 - b. Tradebooks
 - c. Supplies
 - d. Soft goods
 - e. Clothing by category and type
 - f. Imprint Items
- 4.124 The Vendor shall provide annual budget forecasts and targets by month by department expressed as prior-year gross revenue, current-year target gross revenue, with percentage rates give for each department and period.
- 4.125 In addition to the above, the Vendor shall provide such special reports and analysis covering its operations under the contract as may be requested by the University.
- 4.126 Upon request of the University, the Vendor shall meet to review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next monthly statement.

ACCOUNTS AND AUDITING

- 4.127 The Vendor shall keep full, timely and accurate records in accordance with generally accepted accounting practices.
- 4.128 An annual audited operating statement shall be provided to the University within 45 days after the end of the Vendor fiscal year.
- 4.129 All records must be retained by the Vendor and accessible to the University for a minimum of three (3) previous years plus the current contract year. The University reserves the right to audit any aspect of the contract, as performed by the Vendor.
- 4.130 The books, records, documents, and accounting procedures and practices of the Vendor relevant to the contract shall be subject to examination by the University Internal Auditor. The Vendor shall cooperate fully with the Internal Auditor in the performance of that office's duties.
- 4.131 Any independent audit demanded of the Vendor shall be reported to the University. The University shall receive a report of any findings which materially affect the University.

- 4.132 The Vendor shall furnish the University with all requested financial collection records including but not limited to reports, receipts, and/or register tapes to verify all customer counts, sales, and other pertinent information. The University may, at any time, make unannounced audits of the operation. The audits will not interfere with peak period retail sales.

INSURANCE & INDEMNIFICATION

- 4.133 Vendor is responsible for providing insurance to cover any losses resulting from flood, fire, extended closure, and/or other disasters or acts of God. The University shall not be responsible for any such losses. Nor will the University be responsible for any loss due to an interruption or failure of utility service or mechanical equipment.
- 4.134 Vendor is responsible for obtaining all required licenses, permits, etc., paying all required fees, taxes, and applicable charges.
- 4.135 Vendor shall procure, pay for, and maintain the minimum insurance coverage set forth below for the entire term of the contract. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company with an A.M. Best rating of A-:VI or better.
- a. Commercial General Liability Insurance (Broad Form) including Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, Completed Operations Liability and Property Damage Liability with a minimum limit of liability of \$1,000,000 per occurrence, \$3,000,000 aggregate, for bodily injury and property damage.
 - b. Workers' Compensation Insurance and Employers Liability Insurance in accordance with the statutes of Louisiana covering the requirements for all of the Vendor's employees performing duties under the purchase agreement or contract. Employers' Liability coverage must have a minimum limit of liability of \$500,000 per occurrence.
 - c. Automobile Liability and Property Damage Insurance covering, but not limited to, hired and non-owned vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury, death, and/or property damage.
- 4.136 Loyola University New Orleans, its subsidiaries, officers, directors, trustees, volunteers, and employees shall be named as additional insured under the Commercial General Liability insurance policy and the Automobile Liability policy.
- 4.137 The certificate must state that the University (Certificate Holder) will receive 30 days written notice from the insurer in the event of any policy cancellation or termination.
- 4.138 The insurer shall agree to waive all rights of subrogation against Loyola University New Orleans and its subsidiaries, officers, directors, trustees, volunteers and employees.
- 4.139 Certificates of insurance and copies of all licenses shall be delivered to the University within thirty (30) days following the date of execution of this contract or prior to the Vendor's assuming operation of the premises, whichever is earlier. It is the responsibility of the Vendor to provide copies of all said certificates and licenses each time they are renewed.

- 4.140 Vendor is obligated to put nothing in the premises nor to do anything which would forfeit the insurance and should any installation made or action taken by Vendor, whether authorized or unauthorized under the contract, increase the rate of insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, then Vendor is obligated to pay such increased rate of insurance on building and all contents. Should the Vendor's occupancy or business render the University unable to secure proper insurance, the Vendor hereby grants to the University the option of canceling the contract, Vendor waiving all delays, and agreeing to surrender possession at once, if notified by the University to do so.
- 4.141 Vendor is obligated to notify the University in writing any time the leased premises will be unoccupied, so that necessary vacancy permits may be obtained from the University's insurers, and failure to comply with this condition will make Vendor liable for any loss or damage sustained by the University
- 4.142 Vendor shall indemnify, defend, and hold harmless the University, its Board of Trustees, officers and employees (including but not limited to University employees working on the premises) from any and all claims, suits, actions, damages, judgments, and/or costs including but not limited to reasonable Attorneys fees, arising out of or incident to acts or omissions of the Vendor, its officers, agents and employees, in the performance of this contract, including but not limited to any damage to or loss of the University's possessions, equipment or premises, ordinary wear and tear excepted. Vendor shall further indemnify, defend and hold harmless the University, its Board of Trustees, officers and employees (including but not limited to University employees working on the premises) from all claims, suits, actions, damages, judgments and/or costs including but not limited to reasonable attorneys fees, for injury to or death of any person and for loss and/or damage to any property which results, is connected with, incident to or arises out of the occupancy, use, service, operations, or performance of work of the Vendor, its officers, agents and employees (including but not limited to University employees working on the premises).
- 4.143 The Vendor shall not assign or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the University. The proposal must state this understanding.

TERMINATION AND STORE TRANSITION

- 4.144 On expiration or termination of the contract, inventories of merchandise of the Vendor shall remain those of the Vendor.
- 4.145 A new Vendor shall have access to the premises at reasonable times, as determined and coordinated by the University, prior to the beginning of the lease agreement. During contract transition, a new Vendor shall not unreasonably interrupt or disturb the operation of the current operations. The University shall provide the new Vendor's on-site manager with a desk and telephone to use during the transition.
- 4.146 If applicable, upon commencement of any resulting contract, the new Vendor shall be required to participate in a "joint" physical inventory with the current Vendor. The Bookstore will be closed during the time necessary to take the inventory. No merchandise will be received by or taken from the Bookstore during the time the inventory is being taken, except as specified in the agreed upon procedures.
- 4.147 The Bookstore's inventory value will be determined based on "cost" and will be agreed upon between the new and current Vendor.

- 4.148 The new Vendor may purchase the current Vendor's inventory. The new Vendor shall reimburse the current Vendor for merchandise which has been ordered but not yet received. Reimbursement may be made after the receipt. Orders may be canceled by the new Vendor; however, the new Vendor will be responsible for any restocking, penalty, or other cost which result from said cancellation. This shall not influence the timely delivery of products, especially regalia or textbooks.
- 4.149 All new and used textbooks on hand that are formally adopted for use during a following academic semester or summer session shall be purchased from the current Vendor by the new Vendor at the cost specified on the publishers' most recent invoices.
- 4.150 Any trade, paperback, technical and reference book, in clean, saleable condition and returnable to the publisher or source, may be purchased by the new Vendor from the current Vendor at the cost specified on the most recent invoice from the publisher or source. Any trade, paperback, technical and reference book, not in the condition described above, shall be set aside and may be purchased by the new Vendor at a price mutually agreed upon.
- 4.151 All other merchandise, including soft goods, art supplies, office supplies, in clean, saleable condition, may be purchased by the new Vendor at cost or at the current market value, whichever is lower. All such merchandise not meeting the requirements described above shall be set aside and may be purchased by the new Vendor at a price mutually agreed upon.
- 4.152 Payment for all merchandise purchased by the new Vendor shall be made to the current Vendor within 60 days.
- 4.153 The new Vendor shall purchase all of the current Vendor's existing credit memos.
- 4.154 The new Vendor shall assume any unamortized payments related to the leasehold improvement or renovation of the Bookstore premises.
- 4.155 The new and current Vendors and University shall select a mutually agreeable date on which the Bookstore will be transitioned.
- 4.156 The new Vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore.
- 4.157 The new Vendor shall be responsible for removal and disposal of equipment that remains in the store at the beginning of the contract.

RENOVATION

- 4.158 Renovations to the existing space and fixtures required for the successful operation of the Bookstore are necessary and shall be made by the Vendor and at the Vendor's expense in accordance with the plans, specifications, renderings, and drawings as may be contained in the Vendor's proposal.
- 4.159 The University must approve all plans, specifications, equipment, fixtures, contractors, and/or subcontractors prior to work beginning.
- 4.160 Any alterations in such plans, specifications, renderings or drawings, equipment, or fixtures must be approved by the University.

- 4.161 The Bookstore premises and fixtures, including all renovations and additions thereto made by the Vendor, shall be owned by the University, and the Vendor shall not be reimbursed any part of the cost or expense incurred by it in renovating or re-fixturing the premises.

SECTION 5: CURRENT OPERATIONS

- 5.1 Located on prime real estate within the Danna Student Center, the Bookstore is the first retail unit off of the main entrance. It sits across from the main lounge that contains a coffee kiosk. Retail and trade is located on the first level, with the text department, administrative offices, and storage space on a lower level accessible by an interior stairwell. The University has allocated an additional satellite retail space located off of the rear entrance, which leads to three of four residence halls. The satellite store exists in the same corridor as two dining retail locations.

The Danna Student Center sits on the geographical center of the University's main campus. It houses food services, student organizations, programming venues and meeting rooms, Career Development Center, Center for Intercultural Understanding, Office of Co-Curricular Programs, Student Health Services, University Counseling Center, University Ministry offices, and the Vice President for Student Affairs and Associate Provost. It is a popular and heavily trafficked building.

Last year, the Danna Student Center underwent a \$3,000,000 renovation. The interior design reflects mid-century modern aesthetic.

Visit www.loyno.edu for a university map.

BASE COVERED FACILITIES			
<i>Level</i>	<i>Map Location</i>	<i>Description</i>	<i>Sq. Ft.</i>
First	180	Retail	3484.3
First	180 C	Shipping/Receiving	358.9
First	180 D	Office	78.8
First	180 E	Storage	155.9
Main Retail			4077.9
First	143	Satellite Retail	538.1
First	143A	Satellite Storage	36.8
Satellite Store			574.9
Lower	29	Retail space	1573.8
Lower	29 B	Shipping/Receiving	288.8
Lower	29 C & D	Offices	207.8
Lower	30	Storage/Office	687
Text Department			2757.4
TOTAL FACILITY			7410.2

- 5.2 Hours of Operation: Current hours of operation during the regular fall and spring semesters are:

Monday - Thursday	8:30am - 6:30pm
Friday	8:30am – 4:45pm
Saturday	10:00am – 2:00pm

Sunday Closed

5.3 Departments and Sales: Three year gross sales by department are:

DEPARTMENT	FY 08-09*	FY 07-08	FY 06-07
New Text	1,274,651	1,280,498	1,659,433
Used Text	518,669	525,286	307,724
Trade Books	82,979	100,829	77,157
Clothing	262,949	284,197	215,185
Electronics	54,745	76,140	74,820
Food/Sundries	27,572	27,644	29,569
Gifts/Cards	12,929	18,893	26,447
Supplies	86,265	97,511	113,504
Services	106,016	86,067	698
TOTAL	\$ 2,426,774	\$ 2,497,066	\$ 2,504,538

*Projected gross sales.

SECTION 6: MANDATORY RESPONSES

- 6.1 Unless an item is designated as optional, the Vendor must submit a proposal addressing each of the following points in the same order as presented herein. Failure to do so could eliminate that proposal from consideration in the contract award.
- 6.2 Company Overview: Provide a brief synopsis of the company, including history; name, address, telephone number and principal officers of the company; state of incorporation; and the contact person responsible for proposal and contract administration.
- 6.3 Company Structure: Organizational chart(s) depicting the corporate and regional/district office structure(s).
- 6.4 Company Financial Stability: Sufficient financial information, including financial statements and Dun & Bradstreet ratings from the prior fiscal year, must be supplied by the Vendor in order for the University to make a determination of the financial soundness of the offer. Additional information must be provided as requested if it is not contained in the proposal.
 - a. Indicate any bankruptcies incurred during the past five years along with resolution of bankruptcy proceedings.
 - b. All financial data submitted will be kept confidential.
- 6.5 Present Client List: A list of five (5) present clients, preferably with similar operations to the University, shall be submitted along with the following information:
 - a. Account (University) Name; Dates of Service; Client name, email, phone number; Full Time Enrollment; Prior Year Budgeted to Actual Gross Sales.
 - b. The University reserves the right to inspect the Vendor's current operations and to contact references prior to contract award.
- 6.6 Past Clients: A list of five (5) past clients within the last four (4) years where Vendor had a contract for operating a University Bookstore and it was terminated or not renewed. Include Account (University) Name; Dates of Service; Client name, email, phone number; Full Time Enrollment; Prior Year Budgeted to Actual Gross Sales. Include reason for termination or non-renewal.
- 6.7 Lawsuits: Provide a list of civil law suits filed against the company or management personnel during the past seven (7) years and how those suits were resolved. List any information regarding criminal convictions against company or management personnel in the past seven (7) years.
- 6.8 National Partnerships: List all national partnerships with whom Vendor has entered into purchasing/discount agreements (e.g. Office Max, Coca-Cola). The purpose is for the university to assess potential fringe benefits that may be garnered by the University through association with the Vendor.
- 6.9 Communications Plan:
 - a. Description of corporate, regional and district support services that would be provided to the University.

- b. District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon and what follow-up the University can expect from such a visit.
 - c. Type of ongoing communication that the university will receive from the Vendor's site, district, regional and corporate offices. Include frequency, topics, and other pertinent explanatory data.
- 6.10 Continuous Improvement Plan:
- a. Rating Structure: Submit delineation and description of corporate rating structure for site operations and associated revenues required to meet such criteria ratings, if applicable. Description should include additional services garnered by higher ratings, including quality of retail merchandise available.
 - b. Corporate Level: Submit delineation and description of corporate control systems used for ongoing quality assurance and control and customer service monitoring, if applicable. Include sample inspection/quality audit forms, if any, used internally and as part of any district/regional visitations. Include forecasting, merchandizing, production, and quality control techniques.
 - c. Campus Level: Submit delineation, description, and examples of methodologies (surveys, focus groups, advisory boards, etc.) used to solicit campus feedback to evaluate and enhance Bookstore performance. Include follow-up procedures for customer complaints.
- 6.11 Pricing: Submit pricing policies included but not limited to personal check policies and accepted forms of payment. Submit pricing philosophies expressed in a gross profit margin percentage for each department.
- a. Submit proposed discounts expressed as a percentage off retail for special groups, including but not limited to faculty and staff, university departmental sales, faculty/staff appreciation days, etc.
- 6.12 Buy-Back and Return Policy: Submit regulations, deadlines, and pricing philosophy during buy-back periods and for textbook returns or exchanges. Include information on when unsold texts will be returned to the warehouse.
- 6.13 Textbook Adoptions: Submit plan for textbook adoption procedures including timelines, due dates, and other pertinent policy information. Include goal targets expressed as percentages for faculty return rates (e.g. 15 days after due date, x% of adoptions are completed).
- a. Submit information regarding special orders, cost to customer, and timeline for customer receipt
 - b. Submit goal targets expressed as percentages for used v. new textbooks.
- 6.14 Hours of Operation: Submit proposed hours of operation during semesters, including rush periods that address meeting the needs of both Law and evening-division students who may attend classes after 4:45pm or on weekends.
- 6.15 Marketing Plan: Submit a marketing plan that addresses the following:
- a. Marketing for textbooks.
 - b. Marketing for textbook adoption by faculty.

- c. Marketing for clothing and imprinted gifts.
 - d. Marketing general merchandise and school supplies.
 - e. Marketing of Graduation Fair.
 - f. Marketing of University Ring Collection.
 - g. Marketing data collected (during the on-site campus visit included) and any other relevant marketing information that supports the concepts proposed within the Vendor response.
- 6.16 Personnel Requirements: Submit a staffing plan that includes but is not limited to:
- a. Staffing charts for all operations including position titles, times scheduled to work, wage rates, benefit packages and brief job profiles and descriptions. Please include plan for employing University student workers. Current employees are listed in section 6.18b.
 - b. Outline of Employee Training Manual, including customer service expectations and training.
 - c. Basic Employee policies and procedures, including appropriate attire. If employees are required to wear a uniform, submit a photograph of the uniform. The University reserves the right to pre-approve such attire.
 - d. Resumes for proposed manager, regional manager, and other key management staff for this account.
- 6.17 Proposed Departments/Services: Describe in detail all departments and services to be operated or offered under the contract. For broader departments such as Retail, provide a breakdown of sale categories. Submit a year one pro forma statement for each proposed area.
- 6.18 Transition Plan: Submit a detailed transition plan with dates and events to insure uninterrupted operation of the Bookstore assuming May 10, 2009 as last day for current vendor. The selected Vendor and the University will agree upon the final transition plan no later than April 17, 2009.
- a. The Vendor shall employ on a six (6) months fair trial period all current University Bookstore employees and may employ the current Bookstore Manager (current Vendor employee contract provided), at not less than such employees' current salary. At the end of the six-month fair trial period, the Vendor may, upon ninety (90) days written notice from the end of the trial period, terminate employees who after proper counseling and training have not met acceptable Vendor employment standards. Vendors will not be responsible for vacation and/or sick leave accrued by employees before the contract begins.
 - b. Current Employees:

Last Name	First Name	Position
Fascio	Ivon	Store Manager
Haydel	Dwan	Assistant Manager
Knight	Carol	Textbook Manager
Middleton	Michelle	Key Accounting Person
Howard	Lamour	Operations Associate
Elhaji	Elia	Sales Associate
Elhaji	Milad	Sales Associate
Ellis	Jason	Sales Associate
Jackson	Brandy	Sales Associate

- 6.19 Proposed Renovation Plan: Submit rendering/design schematics for a renovation that meets the University's goal to renovate and re-imagine/reorganize three areas:
- a. Retail area on the main level
 - b. Creation of a satellite retail store
 - c. Textbook department and storage

All design elements are to reflect a mid-century modern aesthetic. Include programmatic concepts and description for each area, including:

- a. Proposed furniture plan
- b. Proposed fixtures and millwork
- c. Proposed lighting
- d. Proposed product mix
- e. Source vendors (e.g. Steelcase, Interface, Opto, etc.)

Retail Area Vision: The University wants the renovated space to activate the Bookstore as a part of our vibrant campus life. It should become an inviting place where students, faculty, and staff are curious to browse the store, sit quietly to read, meet in small groups for interesting discussion, and gather for special events such as author readings. To this end, the University is seeking to uncover and restore the original glass windows overlooking a quadrangle, to paint, to install new carpet/flooring, to reorganize the entire floor, and to add new furniture and fixtures.

Satellite Store Vision: The University seeks the creation of an innovative anchor space that compliments the activity of the renovated food service concepts. It should become an ever-changing retail environment offering fashion-forward and seasonal clothing lines, unique specialty items and gifts, stationary, or jewelry. New Orleans Saints, New Orleans Hornets, and Loyola Wolfpack athletic gear may be offered. Special emphasis should be placed on fair-trade and sustainable/green products; where applicable the use of local merchants as wholesalers should be promoted. The University will assist the Vendor in identifying these products and brokering those relationships. The University is seeking a Vendor who can bring their own creative ideas and retail knowledge to

develop the space (such as using it for pack-and-hold services or buy-back). The hours of operation do not need to mirror the main location. Renovation consists of adding an additional merchandising window, paint, new carpet/flooring, and fixtures. A business plan should be included with the design concept.

Textbook/Storage Vision: The University's outcomes are to shrink the existing text department and storage footprint and to provide easier access to the lower level area.

- 6.20 Financial Arrangements: The University understands the mutual benefits of a successful business partnership and recognizes that the Vendor must pay back any investment it makes and return a profit to its investors.
- a. The University is seeking these elements in the financial proposal: percentage of gross revenue from all sales; a minimum guaranteed annual dollar return; a hybrid thereof; and an investment in Bookstore facilities renovation.
 - b. Submit a projected pro forma financial statement for year one indicating sales projections and all fixed and flexible expenses as separate line items.
 - c. Accounting Methods and Controls: Submit delineation and description of corporate control systems for:
 - i. Recording, verifying, and reporting cash, charge, and debit sales, including use of the University's one-card system.
 - ii. Handling cash, including procedures for holding funds overnight and transporting funds to bank.
 - iii. Purchasing, receiving, storing, and controlling inventory.
 - iv. Controlling labor costs.
 - v. Internal auditing.
 - vi. Providing monthly statements to the university of sufficient detail to track and project accuracy of commissions.
- 6.21 Subcontractors: If the Vendor plans to utilize a sub-vendor(s) to fulfill a portion of the responsibilities outlined in this RFP (other than renovation), that sub-vendor(s) must be identified, and the qualifications of each and exact role each is to play must be contained within the proposal. Sub-vendors must have had a minimum of five (5) years of successful and similar experience in the type of service operation they would be providing. The burden of proof is on the Vendor and must be submitted with the RFP response. The University reserves the sole right to approve or reject any or all proposed sub-vendors.
- a. Vendor should include with its sub-vendor's proposal a listing of references where they have conducted similar activities to those specified within this RFP. Each reference should contain accurate contact information.
 - b. Vendor should also include with its proposal an audited financial statement for its sub-vendor that details financial data representing the last three (3) years of its operations.
- 6.22 Exceptions: Include any exceptions to terms presented in this document. It will be assumed that the Vendor accepts all terms presented unless the exceptions are clearly

stated in the proposal response. The University reserves the right to reject any proposed exceptions. All exceptions must be presented with reference to the exact page number and item within this RFP (i.e. p. 12, 4.54) then state the exception.

SECTION 7: EVALUATION

- 7.1 Qualifications Consideration (15%): The criteria will include but not be limited to the following:
- a. Company overview and reputation
 - b. Depth of college bookstore experience and reference checks
 - c. Financial stability
 - d. Corporate and regional support services and communications plan
 - e. Continuous improvement plan
- 7.2 Operations Consideration (15%): The criteria will include but not be limited to the following:
- a. Pricing strategies
 - b. Policies: buy-back, returns, exchanges
 - c. Textbook adoption procedures
 - d. Hours of operation
 - e. Marketing concepts
 - f. Personnel requirements
 - g. Proposed departments and concepts
 - h. Transition plan
- 7.3 Renovation Consideration (35%): The criteria will include but not be limited to the following:
- a. Proposed design concepts in relation to Retail Area Vision
 - b. Proposed design of Satellite Store
 - c. Proposed product mix and business plan of Satellite Store
 - d. Proposed design concepts in relation to Textbook/Storage area
 - e. Proposed scope and investment for renovation
- 7.4 Financial Consideration (35%): The criteria will include but not be limited to the following:
- a. Financial return to university
 - b. Pro forma revenue projections
 - c. Proposed investment for renovation
 - d. Accounting methods and procedures

SECTION 8: VENDOR CHECKLIST

- Company Overview
- Company Structure
- Company Financial Stability
- Present Client List
- Past Client List
- Lawsuits (if any)
- National Partnerships (if any)
- Communications Plan
- Continuous Improvement Plan
- Pricing Strategies
- Buy-back and Return Policies
- Textbook Adoption Management
- Hours of Operation
- Marketing Plan
- Personnel Requirements
- Proposed Departments/Services
- Transition Plan
- Renovation Plans (Designs, Sources, Product mix, Satellite Store business plan)
- Financial Arrangements (Return to University and Year One Pro Forma Statement)
- Accounting Methods and Controls
- Exceptions to the RFP