



Purchasing
 Truman State University
 McClain Hall 106
 100 E. Normal Ave.
 Kirksville, MO 63501
 Phone: 660-785-4326
 Fax: 660-785-7337

Email: kmurphy@truman.edu

Website [http:// www.truman.edu/businessoffice/purchasing](http://www.truman.edu/businessoffice/purchasing)

March 2, 2018

REQUEST FOR PROPOSALS (RFP)

OPERATION OF TRUMAN STATE UNIVERSITY CAMPUS BOOKSTORE

PROJECT SP18-19

SUBMITTAL DEADLINE	SUBMIT
2:00 P.M. CST Local Time, Thursda, March 22, 2018	Original plus Seven (7) Copies and One (1) Electronic copy via CD, DVD or Thumb Drive
DELIVERY BY MAIL	DELIVERY BY HAND
Truman State University Attn: Kim Murphy, CPPO, CPPB Purchasing Department 106 McClain Hall 100 E. Normal Ave. Kirksville, MO 63501	Truman State University Purchasing Department 106 McClain Hall Kirksville, MO 63501

Submittals from minority, women and disadvantaged business enterprises are encouraged.

Faxed or Electronic submissions will NOT be accepted



VENDOR REGISTRY FOR NOTIFICATION OF INTENT TO RESPOND

Truman State University

**Project SP18-19
Operation of Truman State University Campus Bookstore**

Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposal document. Please fax to 660-785-7337 or email to kmurphy@truman.edu. This page is not part of the RFP package and must be submitted to notify Truman State University of your interest in this project and for Truman to notify your organization of any addenda. These addenda are issued if there is a need to change the specifications or closing date/time of the request.

INTENT TO RESPOND STATEMENT

___ YES Our organization plans to submit a response to this solicitation for bids:

NO RESPONSE STATEMENT

___ No Our organization is not submitting a response for the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> We do not offer this commodity and/or service or an equivalent | <input type="checkbox"/> Insufficient time to respond to the invitation to bid. |
| <input type="checkbox"/> Our schedule would not permit us to perform | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> The project is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project is too large | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

Name of Organization: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number: _____ Fax Number: _____

Contact Email Address: _____

**REQUEST FOR PROPOSALS
FOR
OPERATION OF TRUMAN STATE UNIVERSITY CAMPUS BOOKSTORE**

Project No. SP18-19

**TRUMAN STATE UNIVERSITY
Kirksville, Missouri**



March 2018

Proposal Opening Date: March 22, 2018

Time: 2:00 PM CDT

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Request for Proposal – Notice to Proposing Vendors

Truman State University is requesting sealed proposals from qualified Vendors to provide operation of the University's Campus Bookstore.

Proposals are to be addressed and delivered to the Purchasing Department, 106 McClain Hall, Truman State University, Kirksville, MO 63501 until 2:00 PM CDT, Thursday, March 22, 2018, at which time the names of those vendors submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

Request of Proposal documents are available from the University by contacting the below address or on the Purchasing Website at [http:// www.truman.edu/businessoffice/purchasing/open-bids/](http://www.truman.edu/businessoffice/purchasing/open-bids/).

A one-page Proposer Registry for Notification of Intent to Respond to this RFP document is the second page of the RFP document. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP or addenda that have, in the University's opinion, general applicability. If your Firm chooses not to respond, we ask that you complete the bottom half of this page and return to us.

The University's delivery address is:

Truman State University
Purchasing Department
McClain Hall 106
100 East Normal
Kirksville, MO 63501



Kim Murphy, CPPO, CPPB
Purchasing Supervisor
Truman State University

PART I – GENERAL REQUIREMENTS
TRUMAN STATE UNIVERSITY
REQUEST FOR PROPOSAL FOR OPERATION OF CAMPUS BOOKSTORE

A. INTRODUCTION

Truman State University (“Truman or University”) is soliciting proposals from qualified, experienced, innovative and customer-oriented vendors to provide the operations of the University’s campus bookstore. The University seeks a business association with a Vendor who will provide the highest level of customer care and innovative services in a mutual, financially profitable arrangement. The goal is to attract more customers and increase sales while creating an environment which will be compatible with the Student Union Building. A successful campus bookstore vendor will be innovative, resourceful, highly attentive to customer service and very adept at attracting and maintaining faculty and student relationships.

This request for proposal contains background information on the University and specific information that must be included in the proposals submitted. Proposals must be submitted by 2:00 PM, March 22, 2018, to the Purchasing Department.

B. BACKGROUND

Truman State University, Missouri’s only public liberal arts and sciences institution, is located in Kirksville, Missouri. Truman has an enrollment of approximately 6,000, primarily full-time, degree seeking undergraduates representing 39 states and 50 foreign countries. The institution attracts academically talented students and focuses on traditional undergraduate programs.

Founded in 1867, Truman has a long history of being recognized nationally for its innovative assessment program and commitment to providing a high-quality liberal arts and sciences education at an affordable price. Truman’s mission statement can be found online at: www.truman.edu/mission-statement.

For the twenty-first year in a row, Truman has been recognized as the No. 1 Public University in the Midwest Region-Master's Category by [U.S. News & World Report](#). Truman also was ranked No. 8 overall in the Midwest region among both private and public institutions. Truman is the only university in Missouri to be included in the top 10 public university-master's ranking. Additionally, *U. S. News & World Report’s* “Best Value Schools” 2018 edition singled Truman out as the No. 1 public university in the Midwest and No. 2 overall for the Midwest region.

Truman ranks 19 on the *Kiplinger’s Personal Finance* exclusive list of “100 Best Values in Public Colleges” that combine great academics with reasonable costs. *The Fiske Guide to College* recognized Truman for offering a winning combination of challenging academics and a close-knit community. Truman ranked #4 among the top Master’s Universities in the nation in Washington Monthly’s 2017 College Rankings. *The Princeton Review* recognized Truman as one of the nation’s best colleges 2018.

C. PURPOSE

The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified, experienced, innovative and customer-oriented vendors to provide the operations of the University’s campus bookstore. In requesting proposals for a bookstore, the University is interested in a long-term partnership with an innovative, customer-oriented bookstore vendor.

The bookstore will have exclusive rights to sell new, used and digital textbooks, and rent textbooks on the University’s campus and its associated university facilities. The bookstore will have the exclusive right to sell University licensed apparel and souvenirs, soft goods and general school and art supplies on campus except for the exceptions stated under the section titled “Current Terms and Conditions”, Item 30.

D. EXPECTATIONS

Truman prefers vendors affiliated with national branded concepts to bring credibility to the collegiate marketplace and help stay ahead of the competition in the trade, textbook and school-themed clothing areas. Truman is seeking a store with an image that reflects its collegiate heritage, will meet the current needs and interests of Truman's highly talented students, and will contribute to maintaining the Student Union as an inclusive gathering place for the campus. The store design must also demonstrate an effective plan to advance the operation and merchandising goals of a successful, innovative and competitive campus bookstore. The bookstore received updating during the renovation of the Student Union Building that was completed in 2008 and remodeling in 2011 when the current provider assumed operation of the bookstore.

Truman has provided information regarding provisions between the University and the current bookstore contractor throughout this RFP document. This data is for informational purposes only and is not to be deemed as the same provisions the University is expecting as the outcome of this RFP document.

E. CONTRACT PERIOD

The contract term for the Campus Bookstore Operations is for a period of five (5) years beginning on July 1, 2018. This contract will expire June 30, 2023.

F. PRE-PROPOSAL CONFERENCE

Interested contractors must attend a pre-proposal conference which will commence at 10:00 AM on March 8, 2018 in the Conference Room 3000 of the Student Union Building located at Truman. Contractors must acknowledge with the Purchasing Supervisor (660.785.4326) their intent to attend this pre-proposal conference and the number of individuals attending.

The pre-proposal conference is mandatory. Failure to attend this meeting may result in the disqualification of a submitted proposal. The purpose of the pre-proposal conference is to discuss requirements of this RFP, answer questions, and tour the facilities. Questions raised during the pre-proposal that change the scope of this RFP will be emailed to contractors in the form of an amendment.

PART II – GENERAL BOOKSTORE OPERATION INFORMATION

A. GENERAL INFORMATION

Truman’s Fall 2017 enrollment headcount was 6,272 (5,482 full-time equivalent [FTE] students) and enrollment should remain steady over the period of the new contract. Truman has an estimated 749 faculty and staff and 57 part-time employees.

B. CURRENT CONTRACT SALES HISTORY

The University last sought proposals in 2011. At that time, Follett was selected to operate the Truman Bookstore, beginning July 1, 2011. Total commissioned sales at the Truman Bookstore for the current bookstore contractor for each fiscal year ending June 30th ranged from \$1.6 to \$1.8 Million.

Sales History for Current Vendor:

Fiscal Year *	New Books	Used Books	Digital Format Books	Book Rentals	Apparel	Supplies, Gifts, Other	Tech	Total
2015	\$690,179	\$192,723	\$18,757	\$307,247	\$387,859	\$219,489	\$15,024	\$1,831,278
2016	\$658,148	\$149,414	\$10,203	\$304,002	\$377,201	\$229,858	\$14,176	\$1,743,001
2017	\$647,850	\$139,852	\$18,026	\$289,680	\$350,265	\$222,253	\$14,660	\$1,682,586

*fiscal year runs from November 1 thru October 31

C. CURRENT TERMS AND CONDITIONS

- The selected Vendor has the exclusive right to buy, sell and rent textbooks, school supplies, class rings, and general reading books on the University campus.
- The University will provide lease space to the selected Vendor. The bookstore area is approximately 5,890 square feet which includes a separate storeroom. The selected Vendor will accept the space and will be responsible for the purchase and provision of all construction, utility enhancement, furniture, fixtures and equipment, and shall further be responsible for all costs associated with finish. All plans and finishes must be reviewed and approved in writing by the University in advance of build-out. All signage must also be approved in writing by the University prior to fabrication and installation. The responsibility for providing maintenance, utilities, and equipment is divided as follows:

	<u>Contractor’s Responsibility</u>	<u>University’s Responsibility</u>
Building maintenance		X
Utilities		X
Floor Maintenance		X
Fixtures and Furniture	X	
Cleaning and Housekeeping	X	
Office Machines and Cash Registers	X	
Trash Removal & Recycling		X
Telephones	X	X

The selected Vendor will provide cash registers, computers, proprietary software, office machines, all other necessary equipment and fixtures and such items furnished by the selected Vendor shall remain the property of the selected Vendor.

Below is a list of furniture, fixtures and equipment owned by the current bookstore contractor that will be removed upon the expiration of the current contract.

- a. Computer hardware/software
- b. Data capture machines
- c. Fax machine
- d. Stereo system
- e. Office equipment
- f. Shelving and display units

The bookstore currently uses a desk, file cabinet, lounge table and telephones owned by the University.

The University shall provide heating, air conditioning and lighting for the designated premises at its own expense and the selected Vendor shall use reasonable efforts to conserve energy for such services in its operation of the bookstore.

The selected Vendor shall provide cleaning and housekeeping within the bookstore areas. The selected Vendor shall maintain the bookstore areas in a neat and clean condition. The selected Vendor is expected to cooperate with the University in reducing refuse by participating in the University's recycling program.

The selected Vendor shall be responsible for its own telephone service, except that the University shall provide six campus extensions at the same cost to the selected Vendor as charged to University departments. Such charges shall be billed by the University and paid by the selected Vendor on a monthly basis.

3. The selected Vendor shall be responsible for the cost of any re-keying of the bookstore facilities which is caused by the selected Vendor through the loss of keys or other reasons. The initial modification of locks and keys due to a change of contractors will be the responsibility of the University.

The University shall provide maintenance and repair of the Student Union Building and its utility systems. The University shall also identify and remedy health or environmental problems in the building.

4. The current bookstore contractor gives a fifteen percent (15%) discount on sales to the University for its full-time faculty, staff and the Board of Governors, including their spouses, dependent children and alumni membership holders. Special educationally priced items, computer hardware, peripheral computer equipment, computer software, class rings and graduation regalia are excluded from the discount.
5. The selected Vendor shall maintain price levels that are competitive with the market. The current vendor provides the lowest price guarantee on textbooks compared to its nearby off-campus competitor.

The current vendor provides a percentage (%) discount on sales, including special seasonal sales (e.g., holidays, end of semester) to University departments and non-student employees.

The current bookstore contractor has the following provisions currently applied to sales and purchases of books and syllabi as specified by the University:

Maximum sale price for new textbooks:	Either the publisher's list price, less a 4% discount or a 20% margin on retail if no publisher's list price is available.
Maximum sale price for used textbooks:	75% of the price for new books based on the publisher's list price or a 25% margin on retail if no publisher's list price is available.
Maximum sale price for custom course materials, trade books, paperbacks:	No higher than the publisher's or manufacturer's suggested list price.

Course Materials:	For course materials produced by the University, 20% margin on retail unless a higher margin is justified by the current contractor and approved by the University.
Minimum buy-back price of used textbooks:	50% of shelf price for new books (if books are in reasonable condition and are to be used again on-campus during the upcoming fall or spring semesters.)
Textbook Rentals:	This program was implemented by the vendor in Fall 2010. Current rental cost is approximately 50%-60% off list price and determined by vendor's home office.

Vendors should provide complete information in their proposals regarding provisions to be applied to sales, rentals, purchases of books and syllabi.

6. The selected Vendor is to provide an interactive web site which allows students, University employees, and alumni to purchase merchandise on-line. The bookstore should detail their on-line order process, including delivery timelines to the customer. Shipping of on-line orders is encouraged.
7. The selected bookstore vendor should participate in the academic, cultural and social environment of the University and take every opportunity to offer special merchandising and/or assistance based upon the University's ongoing and unique activities. It is essential that members of the academic community view the bookstore as more than just a retail center that exists for the sole purpose of making a profit. The bookstore should actively enhance its image as a partner in the academic enterprise.
8. The current bookstore agreement was amended in 2009 to require no minimum commission. As amended, the current bookstore contractor pays a commission as follows:
 - 8% on textbook rentals
 - 9% of all gross sales up to \$1,000,000
 - 10% of all gross sales \$1,000,000 to \$2,000,000
 - 11% of all gross sales over \$2,000,000
 The University's preference would be to include a minimum of commission not less than \$100,000 to be paid quarterly.
9. The University will work with the selected Vendor to encourage prompt and timely submission of textbook orders by faculty to the bookstore. The current process for faculty textbook orders is an on-line order process with Follett Higher Education Group. Textbooks with ISBN number need to be posted per IAW HEA. The deadline dates for textbook orders are as follows:
 - Spring Semester - October 1
 - Summer Semester - March 1
 - Fall Semester - April 1
10. Currently, the University's Printing Services obtains the copyright clearance if required and prints course packets as ordered by the bookstore. The bookstore then purchases the course packets from the University's Printing Services. The selected Vendor should include in their proposal if this arrangement will be continued or if they choose to be responsible for obtaining the copyright and printing the course packs.
11. The selected Vendor will supply, in a timely manner, a sufficient quantity of all required and recommended textbooks, supplemental classroom materials and aids, including electronic devices and disks. The selected Vendor shall also maintain an adequate stock of textbooks and supplies as reasonably necessary for students and faculty. The selected Vendor shall not sell nor offer for sale items to which the University objects (in its sole discretion) including but not limited to alcoholic beverages, tobacco products, lottery tickets or items that compete with or result in a violation of food service and other contracts of the University.

12. The selected Vendor should provide a means to assist students who are off-campus by providing an on-line purchasing service to those who attend classes in other communities or arrange for other means of delivery. Vendors should indicate the time line for delivery of on-line purchases.
13. The current Vendor furnishes a selection of current trade, academic, technical and reference literature in support of academic disciplines at the University and provides display space for publications from University faculty authors. The current Vendor orders special order materials.
14. The selected Vendor and the University will mutually agree upon hours of operation. The current bookstore contractor's regular hours are Monday – Thursday from 8:00 am to 5:30 pm, Friday from 8:00 am to 5:00 pm, from 10:00 am to 4:00 pm on Saturday and closed on Sunday. During the summer months, the current bookstore contractor is closed on Saturday and Sunday. The bookstore has an exterior entrance but is dependent upon the Student Union open hours for access to restroom facilities.

Final bookstore hours should take into account extended hours for Rush, special event openings, summer orientation and seasonal business. The bookstore hours shall be extended during the first two (2) weeks of each academic term and may be changed at other times by mutual written agreement well in advance of the date in question. The University has the final right of approval of all hours of operation for the bookstore.

The Student Union Building hours planned for the 2018 Fall and 2019 Spring semesters are:

- Monday – Thursday 7:00 AM - 1:00 AM
- Friday 7:00 AM - 12:00 midnight
- Saturday 8:00 AM - 12:00 midnight
- Sunday 12:00 noon - 12:00 midnight
- Building will open earlier or stay open later depending on special functions approved by the Director.

15. The selected Vendor is required to provide a policy for refunds and exchanges which are acceptable to the University and the policy must be posted.
16. The University will not be responsible for any bad debts incurred by the selected Vendor.
17. The University has the right to approve or not approve any and all members of the selected Vendor's management staff. The current bookstore vendor has two (2) full-time staff members and they are employees of the current bookstore contractor. Their titles are Manager and Assistant Manager.
18. The selected Vendor is expected to employ University students to the extent possible as part of the regular bookstore staffing plan. The selected Vendor must follow all rules and regulations relating to student employment including compliance with federal and state minimum wage laws and affirmative action/equal employment opportunity law. The University's current rate of pay for students is \$7.85 per hour.
19. The selected Vendor must hold harmless the University, and its agents and employees, for any and all claims, demands, actions, or causes of actions arising from the performance or nonperformance of the duties and obligations of the selected Vendor.
20. The selected Vendor procures and maintains, at its own expense, policies of liability insurance for its operation of the University's facilities through a company or companies acceptable to the University. The insurance policies are required to provide both comprehensive general liability coverage and automobile liability coverage in amounts satisfactory to the University, but in no event less than \$2 million.

The policies are required to contain a provision that the University shall be notified at least 30 days in advance by the insurance company, broker, or agent if the insurance is to be cancelled or permitted to lapse. Certificates shall name Truman as an additional insured on all liability policies except for professional

liability. The selected Vendor is required to furnish Certificates Insurance or adequate proof of the foregoing insurance. Such notice is to be sent to Truman's Purchasing Supervisor. The company providing insurance for the selected Vendor is required to be licensed to do business in the State of Missouri and be acceptable to Truman based upon A.M. Best or other ratings.

21. Performance Bond. The selected Vendor will be required to produce a Performance Bond in the amount of 100 percent of the awarded Proposal. This Bond must be furnished within 10 days of awarding the proposal response. Performance Bond and a Certificate of Insurance must be received by Truman's Purchasing Supervisor prior to commencing with the project.
22. Either party has the right to terminate the contract without cause by giving written notice of at least three (3) months prior to contract expiration.
23. The selected Vendor will be required to make available to the University its sales records for the Truman Bookstore and the selected Vendor will be required to furnish a listing of monthly sales and returns within 30 days after the end of each calendar month. In addition, the selected Vendor must furnish an audited profit and loss statement for the Truman Bookstore within 90 days after the close of the selected Vendor's fiscal year.
24. In keeping with Truman's commitment to a mutually profitable association and in consideration for Truman providing exclusive rights to sell and rent textbooks on campus, the selected Vendor must in return not own or operate a competing store or subsidiary that would provide similar or like products or services within Adair County, Missouri, without consent of the University.

Although the Student Union bookstore will be the only area that can sell and rent textbooks on campus, the local community has a competitive textbook environment, as well as web-based sales and reseller opportunities. A successful campus bookstore Vendor will be innovative, resourceful highly attentive to customer service and very adept at attracting and maintaining faculty and student relationships.

25. The University is not required to purchase any of the current bookstore contractor's inventory except imprinted items that are readily salable by the University. The University may assign its right to purchase the current bookstore contractor's imprinted items inventory to the new contractor selected for operation of the Truman Bookstore. The current inventory belongs to Follett Higher Education Group and the University does not have this information.
26. The University is not responsible to the selected Vendor for loss of profits or other damages if the operation of the Student Union, or the University as a whole, is suspended or interrupted for any reason.
27. The selected Vendor agrees to observe and obey, and to compel its employees to observe and obey all rules and regulations of the University. The selected Vendor acknowledges that no liquor of any kind is permitted on the University campus. The University also has a "No Smoking on Campus" policy.
28. The selected Vendor agrees to provide charge accounts for students under Veterans Administration and Vocational Rehabilitation programs and similar programs, which normally involve approximately 20 students per semester.
29. The selected Vendor agrees to refrain from selling books stamped with "Complimentary Copy", "Instructor's Copy" or similar words indicating that the books were not issued for resale.
30. Truman expects the selected Vendor to have available a variety of point of sale options for its customers. The current arrangements do not provide the option for students to charge their textbooks to their University student account. The selected Vendor should provide proposals for optional point of sales. Truman would need to approve any additional options prior to implementation. Truman will not be responsible for any bad debts resulting from new payment arrangements. The selected Vendor must have the capability of handling sales outside of the Student Union bookstore for special events such as book signings and book buyback that

may take place at various campus locations. The selected Vendor and the University will establish a bookstore presence at on-campus activities where it is in the interest of both parties to be present. Examples include, but are not limited to; Homecoming, Truman visit days, Parents Day, summer orientation, athletic events, etc.

31. The selected Vendor agrees that any information about Truman, especially financial, enrollment, planning and other sensitive information received during the proposal process and negotiation process or during the performance of the contract will be kept confidential by the selected Vendor. The University holds the financial information provided by the selected Vendor, as part of their proposal response, confidential.
32. The selected Vendor agrees to abide by all of Truman's PCI Compliance requirements and policies. The selected Vendor will be responsible for all costs involved to make selected Vendor's equipment, software, phones and internet connections compliant with Truman's network and services. The selected Vendor will provide their own T1, DSL, Cable or 3G connections through local telecommunications providers to provide phone service and access to the internet. Truman is willing to discuss the necessary arrangements with the selected Vendor. The selected Vendor will provide all of their own computers, printers, phones and software for the office staff. Refer to Attachment A for Truman State University's PCI Compliance Requirements and Policies.
33. The selected Vendor will be required to be a participant in Truman's Licensing Program. The trademark program was created for a more positive working relationship between the University and manufacturers of approved products. Through the program, Truman protects and enhances its reputation by assuring that its trademarks appear accurately with minimal liabilities to both Truman and the purchasers of these products. For details on licensing, royalties, rates and procedures, please contact Truman's Licensing Coordinator.

Currently the bookstore does not have exclusive rights for on-campus sale of Truman's clothing, novelties, cups, hats and memorabilia. Many campus areas purchase and sell the following:

- Truman clothing, novelties, cups, hats and memorabilia sold by intercollegiate athletic teams and booster clubs.
- Truman clothing, novelties, cups, hats and memorabilia sold by the Truman State University Foundation and/or the Truman Alumni Association.
- Truman clothing, novelties, cups, hats and memorabilia sold at the Center for Student Involvement, Recreational and Intramural Programs.
- Special sales of a limited nature, by student organizations, student government, or University departments.

The current bookstore operates the Athletic "Fan Zone" online store at ShopTrumanBulldogs.com.

34. The selected Vendor will be required to acknowledge the agreement between the University and Herff Jones for the marketing of Truman's "official class ring program" through the Truman Bookstore location.
35. Most University departments obtain office supplies through a university contract with Midwest Office Supply, although, a few items may be purchased at the bookstore.
36. The University will provide the selected Vendor's full-time employees the opportunity to purchase a guest membership for \$125 per semester to use at the University Student Recreation Center.

PART I11 – PROPOSAL REQUIREMENTS

A. QUALIFICATIONS

The University may make such investigation as deemed necessary to determine the ability of the vendor to operate successfully the Truman Bookstore, and the vendor shall furnish to the University all such information and data for this purpose as requested. This may include (but not be limited to) audited financial statements and proposed management team credentials. The University reserves the right to reject any proposal if the evidence submitted by such vendor fails to satisfy the University that such vendor is properly qualified to carry out the obligations of the contract. Reputation, absence of any bookstore of comparable size, poor performance at other accounts, unfavorable credit ratings, and lack of cooperation in working with University personnel, will be given special consideration by the University in judging the qualifications of a vendor. The selected Vendor may not own or operate any other competitive bookstores in Adair County, Missouri without written consent or knowledge of the University. A remote site may be considered with University approval.

B. MINIMUM REQUIREMENTS

The following items should be specifically addressed in the proposal submitted.

1. Company Background

- a. Cover letter
- b. Provide a general overview and brief history of your company, including parent and/or subsidiary companies and the number of employees.
- c. Provide primary contact name and information, including phone numbers and email.
- d. Provide summary biographical information on all key people to be assigned to this account, describing the role of each key person and their years of experience in bookstore operations.
- e. Proposed Management Team. The proposal response must offer information about the proposed management team to operate the bookstore, including the experience that the manager will be expected to have. Also provide possible staffing plan.
- f. Place audited financial statements for the most current year-end including Balance Sheet, Income Statements and Statement of Cash Flows in a separate, sealed envelope, labeled “Confidential - Financial Information” in the original proposal only. This information will be used to determine overall financial strength and will be maintained as confidential information by Truman State University.
- g. Litigation. Vendors must include a description of any litigation in which the Vendor is currently involved, as well as indication any potential conflict of interest and plans for avoiding the conflict.

2. Vendor Experience

- a. Provide a list of colleges and universities where your company currently has a contract to operate the bookstore.
- b. Account Cancellations. If your company has lost any college-operated bookstore accounts in the past three (3) years, please list the stores of comparable size to Truman State University including addresses and reason for discontinuation of the contract.

3. References

- a. Provide the name, address, phone number and email for at least three (3) college/university operated bookstores of comparable size to the Truman Bookstore. State the number of years the Vendor has been located at each of the schools and include information about innovation at the sites. Lack of references, incorrect or missing phone numbers and email addresses, or reference contacts that are no longer at that number will negatively impact the selection of a Vendor

C. PROPOSAL RESPONSE

1. Vendors are encouraged to provide creative proposal responses that will service the University's faculty, staff, and students during the contractual period. Proposals related to improvements in facilities or enhanced technology is strongly encouraged. No formal proposal form is included, as the University wants Vendors to feel free to recommend changes to the present arrangement. Proposal responses must clearly state the financial return to the University (rent and/or commissions) and clearly state policies with regard to sales, rentals and book buy-back.

PART IV –PROPOSAL, EVALUATION & AWARD

A. SUBMISSION OF PROPOSAL & AWARD

1. Proposal responses must be signed, sealed and returned (with all necessary attachments) to the following address on or before 2:00 PM on Thursday, March 22, 2018.

Truman State University
Purchasing Department
106 McClain Hall
Kirksville, MO 63501
Attn: Kim Murphy
2. One (1) original and Seven (7) copies of the proposal response are required to be submitted. Proposal responses will not be accepted by fax machine. All proposals shall be sealed in a package and clearly marked "Request for Proposal, Project SP18-19 for Operations of Truman State University Bookstore". Proposals will be accepted up to the time and date shown as indicated above. Vendors are responsible for ensuring that proposals are received by the deadline. Proposals received after the deadline will be considered non-responsive and will be removed from consideration on this basis.
3. All data required herein in order for the Vendor's proposal to be evaluated and considered for award must be submitted. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. **An individual authorized to extend a formal proposal must sign all proposals.** Proposals that are not signed may be rejected.
4. Before submitting a proposal, Vendors should become thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Proposing Vendors **must** examine the entire RFP carefully. Failure to do so shall be at Proposing Vendor's risk.
5. All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of the University. All copyright material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". The University is the final authority as to the extent of material that is considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when the University determines that it is in their best interest to do so. The University also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.
8. Any award of a purchase order resulting from the RFP document will be made only by written authorization (purchase order) from the Purchasing Department.
9. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP document must be submitted in writing and forwarded to the address noted above and directed to the Purchasing Department, Kim Murphy, Purchasing Supervisor; faxed to 660.785.7337 or emailed to kmurphy@truman.edu. Submission questions and

subsequent responses will be issued as an addendum to all prospective Vendors on file. No addenda will be issued later than 72 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. The deadline for all formal inquiries must be submitted by March 15, 2018. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Please note that the University will answer informal questions only after this date.

The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an addendum to this RFP. Proposing Vendors shall not rely on any verbal responses from the University.

10. Vendors may submit supplemental materials, but information specifically called for by the RFP document must be supplied. The University is not liable for any costs incurred with replying to this RFP.
11. Disclosure of any information to the possibility of proposed takeovers; both for this company by another company, or any takeovers of other service providers by this company, must be provided.
12. If the Vendor plans to subcontract any of the work described in the scope of work, the Vendor must respond to all items for each proposed subcontractor. If Vendor plans a joint venture with another company, the Vendor shall specify accordingly and respond to all items for each company involved in the joint venture.
13. Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.
14. The University reserves the right to conduct discussions with Proposing Vendor and to accept revisions of proposals and to negotiate price changes. Price, although a consideration, will not be the sole determining factor. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other Proposing Vendors. Once an award is made, the solicitation file and the proposals contained therein, are in the public record and will be disclosed upon request.
15. Vendors agree that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Vendors further agree that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract/purchase order.
16. Vendors shall not provide any pre-requisites, favors, or gifts to any Truman employees which tend to curry favor with any specific persons or which incur expenses to be borne by Truman. Vendors shall not attempt to gain support and appreciation from any group of employees other than providing the highest quality consulting services possible.

B. Evaluation Method for Proposals

1. To facilitate the evaluation process, Vendors are requested to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. Each distinctive section should be titled with each individual evaluation category and all materials related to that category should be included therein. Vendors are requested to provide the requested information in their response.
2. Proposal responses should be as thorough and detailed as possible so that Truman may properly evaluate the Vendor's capabilities to provide the required services. Experience, reliability, and economic stability of the Vendor's organizations are considered in the evaluation process. Therefore, the Vendor is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of the RFP document, as well as financial backing of the organization to ensure successful completion of the contract.

3. The selection committee will first determine if a proposal satisfies the mandatory requirements stated in this RFP. The Comparative assessment of the relative benefits and deficiencies of the proposal response in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract will be made in the “best interest” of Truman State University. Truman does not guarantee that the contract will be awarded to the vendor with the best financial proposal response.
 - a. Financial
 - Stability of Vendor
 - Cost to students
 - Amounts students will receive at buy-back of used textbooks;
 - Rent/Commissions to University; including revenue options;
 - Other applicable financial considerations.
 - b. Service
 - To students, faculty and staff primarily determined through reference checks of similar-sized bookstores from other locations.
 - c. Innovation
 - Plan presented by Vendor is innovative and is keeping with Truman’s mission and considers present and future technologies.
4. All proposals received from qualified Vendors will be evaluated. Truman reserves the right to accept or reject any or all proposals submitted for consideration. In addition, Truman reserves the right to negotiate specific aspects of a proposal submitted. The selection committee will first determine whether a proposal satisfies the requirements stated in this RFP document.
5. After the initial screening process, those Vendors whose proposals are selected for further consideration may be asked to make a personal presentation to the committee and/or answer questions in advance of the final selection. Vendors which are selected to make a presentation will be contacted to schedule the campus visit for this presentation. It is requested that the person who will be directly responsible for servicing the account be present at this presentation. Vendors are cautioned not to contact employees of Truman concerning this RFP during the evaluation process.
6. Truman reserves the right to consider historic information and fact, whether gained from the Vendor’s proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman shall have the right to take such steps as it deems necessary to determine the ability of a Vendor to perform the work, and each Vendor shall furnish to Truman such information and data for this purpose as it may request. The right is reserved to reject any proposal response where an investigation, or consideration of the information submitted by such Vendor, does not satisfy Truman that the Vendor is qualified to carry out properly the terms of these specifications.
7. The Vendor is cautioned that it is the Vendor’s sole responsibility to submit information related to the evaluation categories and that Truman is under no obligation to solicit such information if it is not included with the Vendor’s proposal response. Failure of the Vendor to submit such information may cause an adverse impact on the evaluation of the Vendor’s proposal response.
8. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected. Truman will notify all Vendors responding to this RFP the Vendor whom has been selected to perform these services. Any proposal award protest must be received within 10 days after the date of notification of award in accordance with the State statute.

PART V –CONTRACTUAL REQUIREMENTS

A. REQUIRED CONTRACT TERMS

1. The Agreement between Truman and the selected Institute shall consist of (1) RFP and any amendments thereto, and (2) the proposal submitted by the selected Institute in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the selected Vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in this RFP or the selected Vendor's proposal response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The Vendor is cautioned that its proposal shall be subject to acceptance by Truman without further clarification.
2. Any change in the agreement including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal amendment to the engagement letter from a representative of the selected Vendor. Any amendments to the engagement letter shall (1) specify an effective date; (2) specify any increases or decreases in the amount of the selected Vendor's compensation, if applicable; and (3) describe changes, if any, to the services performed. The selected Vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the agreement.
3. Either party may terminate this contract with or without cause by giving the other party at least 120 days prior written notice of termination.
4. The University may terminate the contract immediately if selected Vendor initiates any bankruptcy proceeding, or if any such proceeding initiated against selected Vendor remains undismissed for 60 days.
5. In the event of material breach of contractual obligations by the selected Vendor, the University may cancel the contract. At its sole discretion, the University may give the selected Vendor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the selected Vendor must provide the University within 10 working days from notification a written plan detailing how the selected Vendor intends to cure the breach. If the selected Vendor fails to cure the breach or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
6. Either party may terminate the contract upon 90 days prior written notice for material nonperformance by the other party, documented, in case of nonperformance by selected Vendor, in accordance to requirements specified.
7. If the University cancels the contract for breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the University deems appropriate and charge the selected Vendor for any additional costs incurred thereby.
8. The selected Vendor and Truman will hold a planning and procedures meeting prior to the commencement of the contract period. The University will name a representative to work with the selected Vendor at regularly scheduled meetings.

**PART VI
GENERAL TERMS AND CONDITIONS**

A. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

1. **Truman** or **University** are used interchangeably and means Truman State University, the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Purchasing Department**. Truman is also responsible for payment.
2. **Amendment** means a written, official modification to an RFP or to a contract.
3. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
4. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by the Purchasing Department in its office.
5. **Proposing Vendor** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
6. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
7. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
8. **Company** means a person or organization who is a successful Proposing Vendor as a result of an RFP and who enters into a contract.
9. **Director** means the Director of Purchasing, or Buyer, or designated representative of Truman. The Director is the agent of the Owner.
10. **Exhibit** applies to forms which are included with an RFP for the Proposing Vendor to complete and return with the sealed proposal prior to the specified opening date and time.
11. **Request for Proposal (RFP)** means the procurement document issued by the Purchasing Department to potential Proposing Vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
12. **May** means that a certain feature, component, or action is permissible, but not required.
13. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
14. **Pricing Page(s)** applies to the form(s) on which the Proposing Vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing page(s) must be completed and returned by the Proposing Vendor with the sealed proposal prior to the specified proposal opening date and time.
15. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Purchasing Department.

16. **Selected Vendor** means the person or organization that awarded the contract to provide the equipment, supplies, and/or services as required in the RFP document.
17. **Shall** has the same meaning as the word must.
18. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

B. UNIVERSITY TERMS AND CONDITIONS

1. Independent Proposers. The selected Vendor and all employees of the selected Vendor shall not be considered employees of Truman while engaged in the performance of any work or services required herein, and shall be Independent Vendors. Any and all claims that may arise under the Workers Compensation Act of Missouri on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of Truman.
2. The selected Vendor shall not at any time sell, convey, transfer, mortgage or assign any interest in the contract, either in whole or in part, nor any of its rights, title, interest or privilege hereunder whatsoever, in the contract without the prior written consent of Truman.
3. Compliance with Laws/Standards. The selected Vendor shall abide by all Federal, State, and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs, and staff for which the selected Vendor is responsible. The selected Vendor must follow codes that are currently adopted by the City of Kirksville, Missouri.
4. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement which are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
5. Indemnification. Any and all claims that arise or may arise against selected Vendor, its agents, servants or employees as a consequence of any act or omission on the part of selected Vendor or its agents, servants, employees while engaged in the performance of the contract shall in no way be the obligation or responsibility of Truman. The selected Vendor shall indemnify, hold harmless and defend Truman, its Board of Governors, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which Truman, its Board of Governors, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of selected Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform selected Vendor's obligations pursuant to this Contract. Truman shall also be indemnified for any attorney's fees it incurs in enforcing this indemnification provision or any other indemnification provision in the contract.
6. In the event that the selected Vendor shall fail to maintain or keep in force any of the terms and conditions of the Agreement, the University may notify the selected Vendor in writing of such failure and demand that the same be remedied within ten (10) days. Should the selected Vendor fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
7. The University may by giving 60 days written notice, stating the extent and effective date, terminate this order for convenience in whole or in part, at any time for a breach of any contractual obligation by providing the other party with a sixty (60) days written notice of such cancellation. Should the University exercise its right to cancel the contract for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the selected Vendor.

8. Default.

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: The selected Vendor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by Truman. The selected Vendor shall immediately notify Truman in writing whenever it is unable to; or reasonably believes it is going to be unable to provide the agreed upon quality and quantity of services. Upon such notification, Truman shall determine whether such inability requires a modification or cancellation of this Contract.
- c. Duties to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

9. Non-Discrimination. During the performance of this Contract, the selected Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, disability, age, marital status, or public assistance status. The selected Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without unlawful discrimination because of their race, color, creed, religion, sex, sexual orientation, national origin, disability, age, marital status, or public assistance status.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The selected Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices that set forth the provisions of this nondiscrimination clause.

The selected Vendor will, in all solicitations or advertisements for employees placed by or on behalf of selected Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or public assistance status.

The selected Vendor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- a. Missouri Statute, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.
- b. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex, or national origin.
- c. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government Proposers and subcontractors because of race, color, religion, sex, or national origin.
- d. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- e. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination because of age.

- f. The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
 - g. Missouri Statute 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.
 - h. The Job Training Partnership Act of 1982, as amended, and JTPA regulations which prohibit discrimination under any program funded in whole or in part with JTPA funds because of race, color, religion, sex, national origin, age, handicap, or political affiliation or beliefs. Although certain restrictions apply, generally, persons cannot be denied participation in a JTPA program simply because of their citizenship.
10. Access to Records/Audit. The selected Vendor's books, records, documents, and accounting procedures and practices relevant to the Contract are subject to examination by Truman and either the Legislative or State Auditor. Such data are also subject to review by the Comptroller, General of the United States, or a duly authorized representative, if federal funds are used for any work under the Contract. The selected Vendor agrees to maintain such data for a period of three (3) years from the date services or payment was last provided or made or longer if any audit in progress requires a longer retention period.
11. Safety. The selected Vendor will comply with all State and Federal laws as they relate to employee safety, i.e., AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, Look Out Tag Out, etc.
12. Tobacco, Alcohol and Illegal Drug Policy. Truman is Tobacco Free campus. All employees of the selected Vendor and any subcontractors will be held to this regulation. Possession and/or use of alcohol or illegal drugs are prohibited on the Truman campus. Truman's published rules regarding this matter shall apply to all workers related to this project and are available upon request.
13. Americans with Disabilities Act of 1990. The selected Vendor shall have thorough and complete knowledge of the Americans with Disabilities Act of 1990, including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009. The selected Vendor also agrees to provide complete capabilities to meet or exceed all requirements required of this Act for this project.
14. Buy American – Domestic Products Procurement Act. The Missouri Domestic Products Procurement Act (34.350-34.359 RSMO) requires that for all proposals with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair or maintenance of any public works must be manufactured or produced in the United States unless such purchase would increase the cost of the contract by more than ten percent (10%) or would contravene any existing treaty, law, agreement, or regulation of the United States. As defined in 34.350 RSMO, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the Proposer must provide proof of compliance. In order to receive preference for providing products which meet these specifications outlined in the Missouri Domestic Products Procurement Act, the Proposer must complete, sign, and return the form provided with this packet as Attachment A (pink in color) with their Proposal Response. If this form is not completed, signed and returned, the items proposed will not be considered to meet the requirements for preference.
15. Parking Regulations. The selected Vendor agrees to comply with Truman's published rules and regulations regarding vehicles and campus parking. All motor vehicles parked on Truman's property must be identified with a properly displayed permit. The University will provide up to four parking stickers at no cost for the selected Vendor's non-student employees. Additional parking stickers are available at a cost paid by students that is currently \$130 per year. Service vehicles are non-university vehicles that conduct University business or services

on a regular basis. Loading and unloading zones are provided for the selected Vendor to use. It shall be further understood that driving on Truman sidewalks is not permitted. The selected Vendor will be responsible for their motorized vehicles and all violations identified to their vehicles. Any exigent circumstances are to be directed to Truman's Department of Public Safety, Parking Services, 660-785-7400.

16. Missouri Preference. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMO. The selected Vendor should apply the same preferences in selecting subcontractors. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less. In accordance with Executive Order 94-03, Vendors are encouraged to utilize minority businesses in selecting subcontractors.

PART VII
TRUMAN STATE UNIVERSITY
PROPOSAL CERTIFICATION

The Vendor certifies it is authorized to obligate the represented Company and further agrees with all terms, conditions, and requirements of the Truman's RFP.

The Vendor further certifies the responses and resulting proposal to Truman's Request for Proposal are true and accurate.

In submitting a response to Truman's RFP, the Vendor understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contract in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of **30 days** after the date and time set for the receipt of proposals.

The Vendor hereby affirms:

- (1) That I am the Company (if the Company is an individual), a partner in the Company (if the Company is a partnership), or an officer or employee of the Company having authority to sign on its behalf (if the Company is a corporation);
- (2) That the proposal has been arrived at by the Vendor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP designed to limit independent bidding or competition;
- (3) That the contents of the proposal has not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Company or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the Vendor has fully informed himself/herself regarding the accuracy of the statements made in their response.
- (5) The Company is registered with and maintains good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that their company (check one) IS or IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP18-19, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

Authorized Signature

Date

Print Name

Title

Company

Federal Tax ID No.

Address

Telephone Number

Address

Fax Number

Attachment A

TRUMAN STATE UNIVERSITY PCI CONFIDENTIALITY AND SECURITY

1. The term “Confidential Information” shall mean this Agreement and all proprietary information, data, trade secrets, business information, any personally identifiable information regarding students, employees or other individuals or entities, including but not limited to, Social Security numbers, other tax identification numbers, credit card, bank account and other financial information, and other information of any kind whatsoever which: (a) a Party (“Discloser”) discloses, in writing, orally or visually, to the other Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which (b) relates to: (i) the Discloser, or (ii) in the case of Selected vendor as Recipient, University, its students and employees, and its third-party vendors or licensors who have made confidential or proprietary information available to University. University Confidential Information shall include Personally Identifiable Information, as described below. Selected vendor acknowledges that University has a responsibility to its students and employees to keep information about its students and employees and their records and accounts (“Personally Identifiable Information”) strictly confidential. Selected vendor represents and warrants that it will keep such Personally Identifiable Information strictly confidential both during the Term and after the termination of the Agreement.
2. Selected vendor shall not disclose or use University Confidential Information other than to carry out the purposes for which University or one of its Affiliates disclosed such University Confidential Information to Selected vendor. Selected vendor shall not disclose any University Confidential Information other than on a “need to know” basis and then only to: (a) its employees or officers, provided, however that each such employee or officer have entered into a confidentiality agreement, that is enforceable under the laws of each applicable jurisdiction, with terms no less restrictive than the terms hereof; (b) Affiliates of selected vendor, only if approved by University and provided that such Affiliates shall be restricted in use and re-disclosure of University Confidential Information to the same extent as selected vendor, and provided further that the Affiliate’s employees or officers have each entered into a confidentiality agreement, that is enforceable under the laws of each applicable jurisdiction, with terms no less restrictive than the terms hereof; (c) to Subcontractors, only if approved by University and provided further that such Subcontractors and each of their employees and officers have entered into a confidentiality agreement, that is enforceable under the laws of each applicable jurisdiction, with terms no less restrictive than the terms hereof; (d) to independent contractors, agents, and consultants hired or engaged by University, provided, however, that University has instructed Selected vendor to provide such information or if selected vendor has confirmed that all such persons are subject to a confidentiality agreement, enforceable under the laws of the United States, Missouri and each applicable non-U.S. jurisdiction, which shall be no less restrictive than the provisions of this Section; or (e) as required by applicable law and regulation, order of any court or government agency or rule of a self-regulatory agency (collectively, “Legal Process”), or as otherwise permitted by this Agreement, either during the Term of this Agreement or after the termination of this Agreement. The restrictions set forth herein shall apply during the Term and after the termination of this Agreement.
3. Prior to any disclosure of Confidential Information as required by Legal Process, the Recipient shall: (a) notify the Discloser of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (b) reasonably cooperate with the Discloser’s reasonable, lawful efforts to resist, limit or delay disclosure.
4. All Work Product, works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any of University Confidential Information and all proprietary rights therein, including copyrights, will belong exclusively to University. Upon the termination or expiration of this Agreement, or at any time upon the request of University, selected

vendor shall return all University Confidential Information (and all copies and derivative works thereof made by or for Selected vendor), including Personally Identifiable Information, in the possession of selected vendor or in the possession of any third party over which selected vendor has or may exercise control and further shall delete or erase such Confidential Information, copies and derivative works thereof, from computer systems in the possession or control of selected vendor or any third party acquiring University's Confidential Information from selected vendor. University shall have the right to require selected vendor to verify, to University's satisfaction, that all University Confidential Information has been returned. Selected vendor agrees to fully cooperate with University's requests for verification. Verification may include University conducting an on-site audit of selected vendor's systems and facilities and/or selected vendor executing a sworn affidavit stating that it does not have in its possession or under its control any other documents, contracts, computer code, computer data or other materials, in tangible or electronic form, that pertain to University Confidential Information.

5. Exceptions to Obligations of Confidentiality. With the exception of the obligations related to Personally Identifiable Information, the obligations of confidentiality in this Section shall not apply to any information that (a) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (b) Recipient independently develops without access to Discloser's Confidential Information; (c) is or becomes known to the public other than by breach of this Section; (d) Discloser or its agent releases without restriction; or (e) Recipient rightfully receives from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.
6. Selected vendor agrees that under no circumstances shall any of selected vendor's employees, officers, Affiliates or Subcontractors, whether full-time or part-time, connect to any University system or handle any University data, for purposes of downloading, extracting, storing or transmitting information through personally owned, rented or borrowed equipment including, but not limited to, computers, laptops, tablets and cell phone. Any exceptions are at variance with University policy and must be approved in advance according to University policy guidelines.
7. No License Conferred. All Confidential Information shall remain the property of the Discloser or its licensors. Except to the extent expressly provided herein, this Agreement shall not be construed as conferring on a Recipient an express or implied license or an option for a license for any patent, copyright, trademark, license right or trade secret owned or obtained by the Discloser.
8. Media Releases. All media releases, public announcements and public disclosures by either Party, or their Representatives, employees or agents, relating to this Agreement or the name or logo of University, any University Affiliate, any other business entity under common control with University, or selected vendor, including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party, shall be coordinated with and approved by the other Party in writing prior to the release thereof.
9. Information Security Plan. Selected vendor acknowledges that University is required to comply with information security standards for the protection of Personally Identifiable Information and other Confidential Information required by law, regulation and regulatory guidance, as well as University's internal security program for information and systems protection.

Within thirty (30) days of the Effective Date of the Agreement and subject to the review and approval of University, selected vendor shall establish, maintain and comply with an information security plan

("Information Security Plan"), which shall contain such elements that University may require after consultation with selected vendor.

On at least an annual basis, selected vendor shall review, update and revise its Information Security Plan, subject to University's review and approval. At University's request, selected vendor shall make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to University's security requirements as they exist from time to time.

Selected vendor's Information Security Plan shall be designed to:

- Ensure the security, integrity and confidentiality of Confidential Information;
- Protect against any anticipated threats or hazards to the security or integrity of such information;
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information; and
- Comply with all applicable legal and regulatory requirements for data protection.

The parties expressly agree that selected vendor's security procedures shall require that any Personally Identifiable Information transmitted or stored by selected vendor only be transmitted or stored in an encrypted form approved by University.

10. Notice of Security Breach. Selected vendor shall notify University's Relationship Manager and its designated principal security officer of any known or suspected security breach of its system or facilities containing University Confidential Information or any other breach of Confidential Information relating to this Agreement immediately, but not later than within twenty-four (24) hours after discovery, if the information was, or is reasonably believed to have been, acquired by an unauthorized person. Selected vendor agrees to fully cooperate with University with the preparation and transmittal of any notice, which University may deem appropriate or required by law, to be sent to customers or other affected third parties regarding the known or suspected security breach, and to further take appropriate remedial action with respect to the integrity of its security systems and processes. Selected vendor's Information Security Plan shall include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach.
11. Selected vendor shall cause all Subcontractors and other persons and entities whose services are part of the Services which selected vendor delivers to University or who hold University Confidential Information and Personally Identifiable Information, to implement an information security program and plan substantially equivalent to selected vendor's plan.

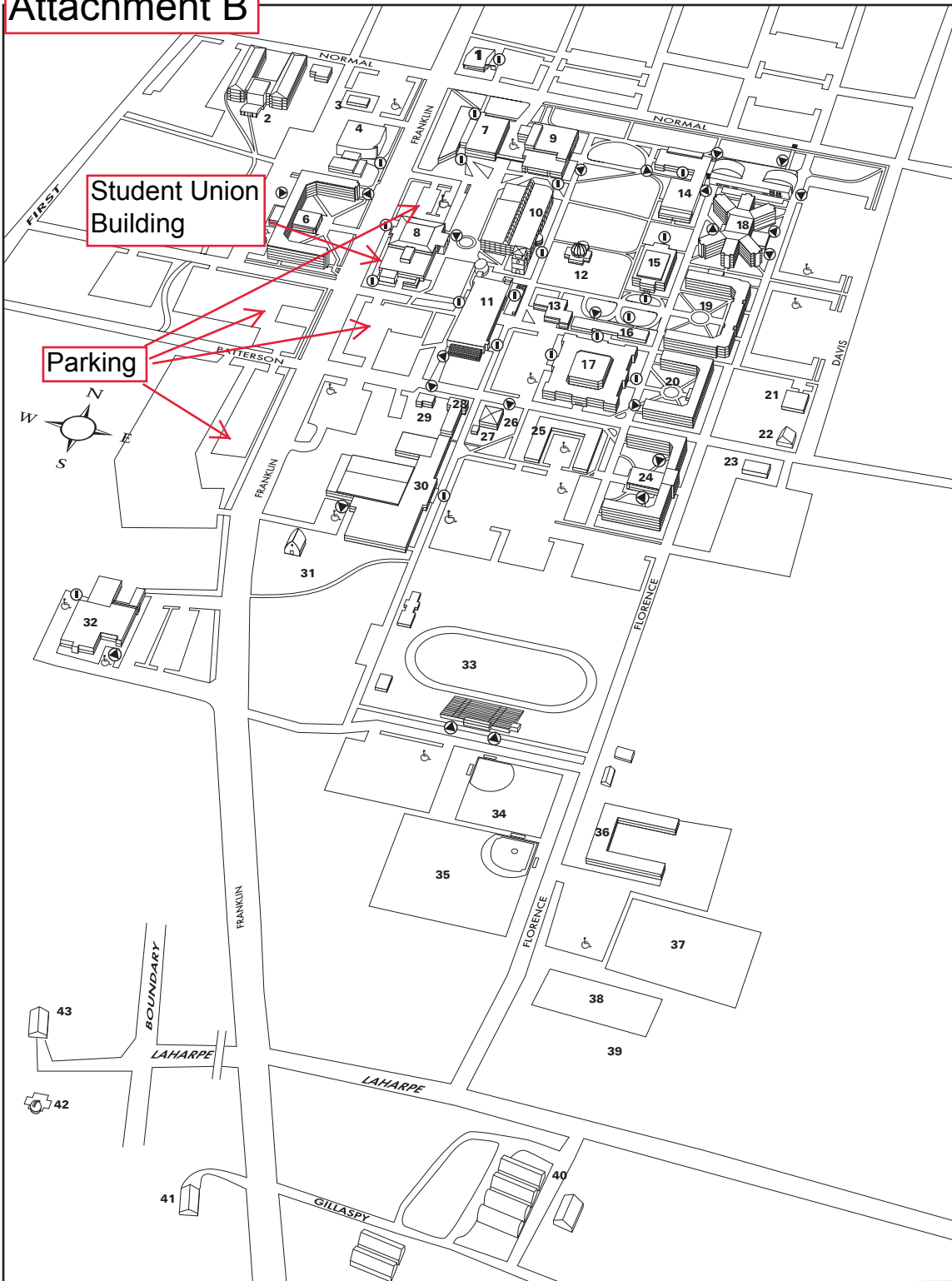
In addition, selected vendor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect University's Personally Identifiable Information from identity theft, fraud and unauthorized use.

12. Selected vendor represents and warrants that it shall implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security and that it shall undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (*i.e.*, viruses and worms) to gain access to or disrupt the network devices. Selected vendor agrees promptly to provide,

from time to time at the request of the University, current evidence, in form and substance reasonably satisfactory to University, of compliance with these data security standards which has been properly certified by an authority recognized by the payment card industry for that purpose. Selected vendor shall maintain and protect in accordance with all applicable federal, state, local, and PCI laws, rules and regulations the security of all cardholder data when performing the contracted Services on behalf of the University. Selected vendor shall indemnify, defend, protect and hold University harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which University maybe required to pay, which result from selected vendor's breach of the provisions of this Section 12. Without limiting the generality of the foregoing, it is expressly agreed that if University pays any fine in connection with a breach by selected vendor of the provisions of this Section 12, the foregoing indemnity obligation shall require selected vendor to reimburse University the full amount of such fine within thirty (30) days of University delivering written notice to selected vendor of University's payment of such fine. Selected vendor, at its sole cost and expense, shall fully cooperate with any investigation, whether instituted by University or any other entity with jurisdiction to conduct such investigation, of any data loss or other breach of selected vendor's obligations under this Section 2 selected vendor shall not be held responsible for any such loss of data if it is shown that the loss occurred as a result of the sole negligence of the University. In connection with credit card transactions processed for University, selected vendor will provide reasonable care and efforts to detect fraudulent credit card activity. In performing the Services, selected vendor shall comply with all applicable rules and requirements, including security rules and requirements, of University's financial institutions, including its acquiring bank, the major credit card associations and credit card companies. If during the term of the Agreement, selected vendor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the University of such circumstances.

- 13 Selected vendor represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS) or Payment Applications Best Practices (PABP). As verification of this, the selected vendor agrees to provide evidence that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required from time to time.
- 14 Failure by selected vendor to comply with any provision of this Section shall constitute a material breach of the Agreement.

Attachment B



TRUMAN STATE UNIVERSITY

- 1 Ruth W. Towne Museum & Visitors Center
- 2 West Campus Suites
- 3 Public Safety
- 4 Student Recreation Center
- 5 Student Recreation Field
- 6 Centennial Hall
- 7 McClain Hall
- 8 Student Union
- 9 Baldwin Hall
- 10 Pickler Memorial Library
- 11 Magruder Hall
- 12 Kirk Memorial
- 13 Power Plant
- 14 Ophelia Parrish
- 15 Kirk Building
- 16 McKinney Center
- 17 Violette Hall
- 18 Missouri Hall
- 19 Blanton-Nason-Brewer Hall
- 20 Dobson Hall
- 21 Randolph Apartments
- 22 University Mail Services
- 23 University Club House
- 24 Ryle Hall
- 25 Fair Apartments
- 26 Adair Building
- 27 Adair Annex
- 28 E.C. Grim Hall
- 29 University Counseling Services
- 30 Pershing Building
- 31 Red Barn Park
- 32 Barnett Hall
- 33 Stokes Stadium & Gardner Track
- 34 Softball Field
- 35 Baseball Field
- 36 Campbell Apartments
- 37 Soccer Field
- 38 Tennis Courts

- 39 Athletic Field
 - 40 Baldwin-Delaney Buildings
 - 41 Truman State University Press
 - 42 Observatory
 - 43 University Farm
- Handicapped Parking
 Automatic Handicap Access
 Handicap Access

KIRKSVILLE ACCOMMODATIONS

- | | |
|---|---|
| 1. Knights Inn
660.665.8352 • 800.301.2772 | 6. Truman State University
660.665.8826 • 800.800.8000 |
| 2. Budget Host Village Inn
660.665.3722 | 7. Super 8 Motel
660.665.7119 • 800.334.6946 |
| 3. Comfort Inn
660.665.2205 • 800.424.6423 | 8. Thousand Hills State Park Cabins
660.627.0378 |
| 4. Days Inn
660.665.8244 • 800.329.7466 | 9. Brashear House B&B
800.Holiday • 660.627.1100 |
| 5. Holiday Inn Express Hotel & Suites
800.Holiday • 660.627.1100 | 10. Cottage Grove B&B
660.627.4444 |

