The University of South Florida is soliciting responses from interested parties to provide Bookstore Management Services to the University at its Tampa, St. Petersburg, and Sarasota-Manatee Florida campuses, as further specified herein.

THIS INVITATION TO NEGOTIATE ("ITN") CONTAINS STATEMENTS, DESCRIPTIONS AND ANALYSIS OF THE UNIVERSITY OF SOUTH FLORIDA (USF) CURRENT BOOKSTORE SERVICES AND OTHER PROJECT BACKGROUND INFORMATION. SUCH STATEMENTS, DESCRIPTIONS AND ANALYSIS ARE FOR INFORMATIONAL PURPOSES ONLY. USF DOES NOT GUARANTEE OR REPRESENT AND WARRANT THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION AND ANY RESPONDENT TO THIS ITN SHOULD COMPLETE ITS OWN DUE DILIGENCE WITH RESPECT TO SUCH INFORMATION.

If you are interested in submitting a response to this Invitation to Negotiate, please note that the response needs to be submitted no later than 3:00 p.m., February 21, 2018. Any questions concerning this Invitation to Negotiate should be directed in writing to Michael Hernandez, Purchasing Manager Competitive Solicitations, Purchasing Services: mahernandez@USF.edu.

PLEASE NOTE RESPONSES MUST BE DELIVERED TO THE TAMPA CAMPUS AT THE ADDRESS BELOW.

University of South Florida
Purchasing Services
4202 E. Fowler Avenue SVC 1073
Tampa, Florida 33620-9000
<table>
<thead>
<tr>
<th><strong>INFORMATION TO NEGOTIATE</strong></th>
<th><strong>Submit Response To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Competitive Solicitation</strong></td>
<td>University of South Florida</td>
</tr>
<tr>
<td><strong>Acknowledgement Form</strong></td>
<td>Purchasing Services</td>
</tr>
<tr>
<td></td>
<td>4202 E. Fowler Ave. SVC 1073</td>
</tr>
<tr>
<td></td>
<td>Tampa, FL 33620</td>
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<td>Phone (813) 974-2481</td>
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<tr>
<th><strong>ITN No:</strong> 18-16-MH</th>
<th><strong>Title:</strong> USF Bookstore Management and Retail Services</th>
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<tr>
<td><strong>Date of Issue:</strong> January 11, 2018</td>
<td><strong>Response Due Date and Time:</strong> February 21, 2018 at 3:00pm</td>
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**ITN Point of Contact**

| **Name:** Michael Hernandez | **Email:** mahernandez@usf.edu |

**Vendor Information**

<table>
<thead>
<tr>
<th><strong>Company Name:</strong></th>
<th><strong>Reason for no offer:</strong></th>
</tr>
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<tbody>
<tr>
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<table>
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<th><strong>City, State, Zip Code:</strong></th>
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<tr>
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</table>

**Posting of Competitive Solicitation Tabulations**

Proposal tabulations with intended award(s) will be posted for review by interested parties at Purchasing Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and USF Regulation USF4.02090, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003 and USF Regulation USF4.02050, shall constitute a waiver of proceedings under that regulation.

<table>
<thead>
<tr>
<th><strong>Area Code</strong></th>
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<table>
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<tr>
<th><strong>Toll Free no.</strong></th>
<th><strong>Fax no.</strong></th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Email Address:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

government classifications

**Check all applicable**

- African American
- American Women
- Asian-Hawaiian
- Government Agency
- Hispanic
- MBE Federal
- Native American
- Non-Minority
- Non-Profit Organization
- Pride
- Small Business Federal
- Small Business State
- Veteran/Service Disabled

I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the responder and that the responder is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate (“University”), the responder offers and agrees that if the ITN proposal is accepted, the responder will convey, sell, assign or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the responder.

---

**Printed Name/Title**

---

**Authorized Signature**
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION 1: Invitation To Negotiate Overview</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 2: University / Bookstore Background Information</td>
<td>7</td>
</tr>
<tr>
<td>SECTION 3: Invitation And Description Of Bookstore Management / Retail Services</td>
<td>15</td>
</tr>
<tr>
<td>SECTION 4: ITN Procedure And Response Requirements</td>
<td>18</td>
</tr>
<tr>
<td>SECTION 5: Lot 1: Bookstore Prog. Requirements / Proposal Submittal Requirements</td>
<td>22</td>
</tr>
<tr>
<td>5A. Company History, Background, And References</td>
<td>22</td>
</tr>
<tr>
<td>5B. Operations</td>
<td>22</td>
</tr>
<tr>
<td>5C. Customer Service</td>
<td>26</td>
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<td>5D. Staffing / Personnel</td>
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<td>5E. Course Materials</td>
<td>29</td>
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<tr>
<td>5F. Course Materials Affordability / Pricing Policies</td>
<td>33</td>
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<tr>
<td>5G. Affordability Metrics</td>
<td>34</td>
</tr>
<tr>
<td>5H. General Merchandise Pricing Policies</td>
<td>34</td>
</tr>
<tr>
<td>5I. General Merchandise And Marketing Strategy</td>
<td>35</td>
</tr>
<tr>
<td>5J. Café Services</td>
<td>37</td>
</tr>
<tr>
<td>5K. Facility</td>
<td>38</td>
</tr>
<tr>
<td>5L. Facility Investment</td>
<td>39</td>
</tr>
<tr>
<td>5M. Financial Reporting</td>
<td>41</td>
</tr>
<tr>
<td>5N. Financial Projections</td>
<td>42</td>
</tr>
<tr>
<td>5O. Financial Proposal</td>
<td>42</td>
</tr>
<tr>
<td>5P. Technology / Website Program</td>
<td>44</td>
</tr>
<tr>
<td>5Q. Tender Types / Discounts / Athletic Scholarships</td>
<td>47</td>
</tr>
<tr>
<td>5R. Miscellaneous Obligations</td>
<td>47</td>
</tr>
<tr>
<td>5S. Exceptions To ITN</td>
<td>48</td>
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<table>
<thead>
<tr>
<th>SECTION 6: Lot 2: Athletic Services Prog. Req. / Proposal Submittal Requirements</th>
<th>PAGE</th>
</tr>
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<tbody>
<tr>
<td>6A. Company History, Background, And References</td>
<td>49</td>
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<tr>
<td>6B. Operations</td>
<td>49</td>
</tr>
<tr>
<td>6C. Customer Service</td>
<td>51</td>
</tr>
<tr>
<td>6D. Staffing / Personnel</td>
<td>52</td>
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<tr>
<td>6E. General Merchandise Pricing Policies</td>
<td>53</td>
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<td>6F. General Merchandise And Marketing Strategy</td>
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<td>6G. Facility</td>
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<td>6H. Facility Investment</td>
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<td>6I. Financial Reporting</td>
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<td>6J. Financial Projections</td>
<td>59</td>
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<td>6K. Financial Proposal</td>
<td>59</td>
</tr>
<tr>
<td>6L. Technology / Website Program</td>
<td>61</td>
</tr>
<tr>
<td>6M. Tender Types / Discounts</td>
<td>63</td>
</tr>
</tbody>
</table>
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

6N. Miscellaneous Obligations .......................................................... 63
6O. Exceptions To ITN ...................................................................... 64

SECTION 7: Contract Terms & Conditions ........................................ 65

SECTION 8: Inventory Purchase & Equipment Use ............................. 67

SECTION 9: Special Conditions ......................................................... 69

SECTION 10: Required Forms And Information ............................... 82
Certificate Of Non-Segregated Facilities ......................................... 83
Subpart D-Contractor’s Agreements .................................................. 84
Contractor’s Affirmation and Declaration ........................................ 86
Directions To Bid Opening ............................................................... 88

ATTACHMENTS: ............................................................................. 89
Attachment A- Lot 1: Financial Bid Form ........................................ 90
Attachment B- Lot 2: Financial Bid Form ......................................... 96
Attachment C- Facility Floor Plans .................................................. 98
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

SECTION 1:
INVITATION TO NEGOTIATE OVERVIEW

1.1 Overview of the Opportunity and ITN Process

The University of South Florida (“University” or “USF”) is issuing this Invitation to Negotiate (“ITN”) to solicit responses from interested parties (“Contractors” or “Vendors”) to provide Bookstore Management / Retail Services to USF.

In order to meet the needs of the University of South Florida community, this ITN seeks creative Proposals to provide Bookstore / Retail Services at the University of South Florida.

Contractors are invited to submit Proposals for up to two of the following Lots:

- **Lot 1**: Full-Service Bookstore. This includes providing comprehensive Bookstore services at the following locations:
  - USF Bookstore, Tampa Campus, including the operation of a full-service Café
  - USF Health Bookstore, Tampa Campus
  - USF Health Pop-up Store/Kiosk, Morsani College of Medicine
  - USF Bookstore, St. Petersburg Campus, including the operation of a full-service Cafe
  - USF Bookstore, Sarasota-Manatee and New College of Florida
  - USF Bookstore Websites

  (Note: The USF Health Bookstore will close on June 30, 2018. The Bookstore will be relocated to the WELL and the contractor is expected to operate a Bookstore in the WELL with an estimated opening date of Fall 2019.)

- **Lot 2**: Athletic Services. This includes providing the following services to support USF Athletics:
  - Bulls’ Team Store located in the Sun Dome on the Tampa Campus
  - USF Football Game Day Operations at Raymond James Stadium
  - Game Day Operations at athletic events as defined by the University, including but not limited to, all baseball, softball, men’s soccer, and women’s soccer games
  - Support of special events as defined by the University (e.g., championship games, post season events, bowl games, tournaments, Fan Fest, donor events, etc.)
  - USF Athletics E-Commerce

In other words, contractors may elect to submit Proposals for one Lot or both Lots. Contractors who are responding to both Lots should focus on Sections 5 and 6 of this ITN.

Contractors who are responding to individual Lots should focus on the Section that pertains to the Lot they are responding to, as follows:

- **Contractors who are solely responding to Lot 1** should focus on Section 5 of this ITN.
- **Contractors who are solely responding to Lot 2** should focus on Section 6 of this ITN.

The University may award a single contract or multiple contracts as a result of this ITN Process.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

To simplify the review process for the USF Auxiliary Contract Administration and the USF Bookstore ITN Selection Committee, and to assist with making valid comparisons between the Proposals, the format for all Proposals must be consistent with the format outlined in the following Sections:

- Section 5, “Lot 1: Full-Service Bookstore Program Requirements / Proposal Submittal Requirements.”
- Section 6, “Lot 2: Athletic Services Program Requirements / Proposal Submittal Requirements.”

In addition, the Financial Bid Forms (Attachments A and B) must be completed and signed by an authorized company representative.

In order to streamline Proposal responses, contractors responding to both Lots are encouraged to cross-reference responses when appropriate.

Through this solicitation process, the University is seeking to identify a contractor with appropriate qualifications, experience, financial capacity and a proven track record of executing similar services.

Following receipt of initial Proposals on qualifications, the University will establish a shortlist of the contractors (“Qualified Proposers”) to continue in the ITN Process and further develop the framework and structure for providing Bookstore Management / Retail Service to the University. A response to this ITN is a prerequisite to participate in subsequent steps.

Interested Parties should not contact any other officials of the University, its Auxiliary Contract Administration, or advisors of the University with regard to this opportunity, other than Michael Hernandez, Purchasing Manager Competitive Solicitations, Purchasing Services, whose contact information is included in this ITN. Interested Parties are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of an Interested Party from this ITN Process.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

SECTION 2: UNIVERSITY / BOOKSTORE BACKGROUND INFORMATION

2.1 **USF Background and Overview**

The University of South Florida is a large, public 4-year university offering undergraduate, graduate, specialist and doctoral level degrees. The USF System includes three, separately accredited institutions: USF; **USF St. Petersburg**; and **USF Sarasota-Manatee**. Serving more than 50,000 students, the USF System has an annual budget of $1.7 billion and is ranked 45th in the nation for research expenditures among all universities, public or private.

USF is comprised of 14 colleges offering more than 180 undergraduate majors and concentrations—with some of the most populated colleges being USF Health, Arts & Sciences, Business, and Engineering. USF also has numerous degree programs at the graduate, specialist and doctoral levels, including the doctor of medicine. USF prides itself on being a high-impact global research university dedicated to student success.

USF St. Petersburg offers an intimate, waterfront campus environment with smaller classes and an emphasis on community engagement. It offers more than 40 graduate and undergraduate programs in the Colleges of Arts and Sciences, Business and Education.

USF Sarasota-Manatee similarly offers a smaller, personalized learning setting while its scenic campus is an important piece of Sarasota’s Cultural Corridor. It offers over 40 academic programs with four main dynamic colleges in Business, Hospitality & Tourism Leadership, Liberal Arts & Social Sciences, and Science & Mathematics.

Additional information about USF is available at [http://www.USF.edu/about](http://www.USF.edu/about).

(Note: The USF Bookstore, Sarasota-Manatee also serves New College of Florida. Information regarding New College of Florida can be found at [https://www.ncf.edu/about/](https://www.ncf.edu/about/).)

2.2 **USF Health - WELL**

USF Health is the partnership of the University of South Florida Morsani College of Medicine, the College of Nursing, the College of Public Health, the College of Pharmacy, the School of Biomedical Sciences and the School of Physical Therapy and Rehabilitation Sciences; and the Doctors of USF Health. USF Health is an integral part of the University of South Florida, a high-impact, global research university dedicated to student success. Approximately 7,200 students are enrolled at USF Health.

USF Health is interested in having the selected contractor operate a Bookstore in the Center for Wellness, Engagement, Leadership and Learning (WELL). The WELL, located at the crossroads of the USF Health campus, opened its doors in January 2014 to serve students and provide a gathering place for the Health community to come together to learn, study, relax, dine and connect in the spirit of “inter-professional collaboration.”

Students, faculty and staff from across the colleges of medicine, nursing, pharmacy and public health enjoy this beautiful 45,000 sq. ft. facility that houses student support services, dining, multipurpose programming and study spaces, landscaped courtyards and a fitness center. The WELL serves as the front door to USF Health with an information desk dedicated to helping students, faculty, staff and visitors receive information and assistance. (See “Facility” Section 5K, for information regarding the WELL Bookstore/Kiosk facility requirements.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

2.3 Morsani College of Medicine

Completion of the USF Health Morsani College of Medicine and Heart Institute, expected in late 2019, will bring students, faculty and staff to study, work and live within a vibrant urban waterfront district promoting a walkable, sustainable and healthy environment. Construction of the new $153 million dollar, 331,000 sf facility located in the downtown Water Street district, will help transform medical education, research, and heart disease treatment and prevention in the Tampa Bay region and beyond. The downtown site will position the medical school in close proximity to USF Health’s primary teaching and clinical affiliate, Tampa General Hospital, as well as its world-class simulation center, the USF Health Center for Advanced Medical Learning and Simulation and other surrounding facilities.

USF Health and the Morsani College of Medicine are interested in having the selected vendor operate a 600 square foot Bookstore/Kiosk in the new building where students and faculty can order and pick up textbooks and other course materials, purchase USF Health branded apparel, and order commencement regalia and white coats. (See “Facility” Section 5K, for information regarding the Morsani College of Medicine Bookstore/Kiosk facility requirements.)

2.4 Enrollment. Enrollment figures for the past five years are as follows:

<table>
<thead>
<tr>
<th>Headcount by Campus</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tampa</td>
<td>41,225</td>
<td>42,065</td>
<td>42,191</td>
<td>42,925</td>
<td>43,627</td>
</tr>
<tr>
<td>St. Petersburg</td>
<td>4,740</td>
<td>4,596</td>
<td>4,749</td>
<td>4,805</td>
<td>4,980</td>
</tr>
<tr>
<td>Sarasota-Manatee</td>
<td>1,887</td>
<td>1,917</td>
<td>2,044</td>
<td>2,081</td>
<td>2,126</td>
</tr>
<tr>
<td>New College of Florida (Sarasota)</td>
<td>793</td>
<td>834</td>
<td>861</td>
<td>875</td>
<td>959</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>48,645</strong></td>
<td><strong>49,412</strong></td>
<td><strong>49,845</strong></td>
<td><strong>50,686</strong></td>
<td><strong>51,692</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Fall FTE by Campus</th>
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<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tampa</td>
<td>35,005</td>
<td>34,865</td>
<td>34,891</td>
<td>35,246</td>
<td>35,198</td>
</tr>
<tr>
<td>St. Petersburg</td>
<td>4,370</td>
<td>4,165</td>
<td>3,991</td>
<td>4,023</td>
<td>4,119</td>
</tr>
<tr>
<td>Sarasota-Manatee</td>
<td>1,585</td>
<td>1,549</td>
<td>1,597</td>
<td>1,793</td>
<td>1,845</td>
</tr>
<tr>
<td>New College of Florida (Sarasota)</td>
<td>793</td>
<td>834</td>
<td>861</td>
<td>875</td>
<td>959</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>41,753</strong></td>
<td><strong>41,413</strong></td>
<td><strong>41,340</strong></td>
<td><strong>41,937</strong></td>
<td><strong>42,121</strong></td>
</tr>
</tbody>
</table>

2.5 Academic Calendar

USF operates on Fall, Spring, and Summer semesters. Please refer to [http://www.USF.edu/registrar/calendars/index.aspx](http://www.USF.edu/registrar/calendars/index.aspx) for details regarding the Academic Calendar.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

2.6 USF Athletics

USF Intercollegiate Athletics is home to 17 men's and women's teams, including football, basketball, baseball, softball and soccer, competing at the NCAA level. Please refer to [http://www.USF.edu/campus-life/athletics-fitness.aspx](http://www.USF.edu/campus-life/athletics-fitness.aspx) for additional information.

2.7 Bookstore Facilities / Locations

The USF Bookstore is currently comprised of the following facilities:

- USF Bookstore, located adjacent to the Marshall Student Center on the Tampa campus, including a full-service Café
- USF Health Bookstore, located in the main building of the Health Science District on the Tampa Campus
- USF Bookstore, St. Petersburg, located at 500 3rd Street S on the USF-St. Petersburg Campus
- USF Bookstore, Sarasota-Manatee and New College of Florida, located at 6301 North Tamiami Trail, Sarasota, FL
- Bulls' Team Store, located in the Sun Dome on the Tampa Campus

(Note: The USF Health Bookstore is scheduled to close on June 30, 2018. The Bookstore will be relocated to the WELL in Fall 2019.)

USF Bookstore-Tampa

Square footage breakdown is as follows:

<table>
<thead>
<tr>
<th>USF BOOKSTORE TAMPA SPACE</th>
<th>SQUARE FOOTAGE</th>
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<tr>
<td>Selling Space</td>
<td>27,382</td>
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<td>Office Space</td>
<td>4,592</td>
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<tr>
<td>Storage Space</td>
<td>1,209</td>
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<tr>
<td>Other</td>
<td>4,132</td>
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<tr>
<td><strong>TOTAL SPACE</strong></td>
<td><strong>37,315</strong></td>
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</table>

USF Health Bookstore

Square footage breakdown is as follows:

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<thead>
<tr>
<th>USF HEALTH BOOKSTORE SPACE</th>
<th>SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selling Space</td>
<td>3,288</td>
</tr>
<tr>
<td>Office/Storage Space</td>
<td>250</td>
</tr>
<tr>
<td><strong>TOTAL SPACE</strong></td>
<td><strong>3,538</strong></td>
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</table>

USF Bookstore, St. Petersburg

Square footage breakdown is as follows:

<table>
<thead>
<tr>
<th>USF BOOKSTORE ST. PETERSBURG SPACE</th>
<th>SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selling Space</td>
<td>8,891</td>
</tr>
<tr>
<td>Office Space</td>
<td>243</td>
</tr>
<tr>
<td>Storage Space</td>
<td>2,251</td>
</tr>
<tr>
<td>Other</td>
<td>1,627</td>
</tr>
</tbody>
</table>
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

<table>
<thead>
<tr>
<th>TOTAL SPACE</th>
<th>13,012</th>
</tr>
</thead>
</table>

USF Bookstore, Sarasota-Manatee and New College of Florida

Square footage breakdown is as follows:

<table>
<thead>
<tr>
<th>USF SARASOTA-MANATEE BOOKSTORE SPACE</th>
<th>SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selling Space</td>
<td>1,548</td>
</tr>
<tr>
<td>Office Space</td>
<td>359</td>
</tr>
<tr>
<td>Storage Space</td>
<td>886</td>
</tr>
<tr>
<td>Other</td>
<td>452</td>
</tr>
<tr>
<td>TOTAL SPACE</td>
<td>3,245</td>
</tr>
</tbody>
</table>

USF Bulls’ Team Store

Square footage breakdown is as follows:

<table>
<thead>
<tr>
<th>BULLS’ TEAM STORE</th>
<th>SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selling Space</td>
<td>1,516</td>
</tr>
<tr>
<td>Circulation</td>
<td>532</td>
</tr>
<tr>
<td>Mechanical/Restrooms</td>
<td>629</td>
</tr>
<tr>
<td>TOTAL SPACE</td>
<td>2,677</td>
</tr>
</tbody>
</table>

2.8 Bookstore Sales

USF Bookstore’s Consolidated Sales (USF Tampa, Health, St. Petersburg, Sarasota-Manatee and New College of Florida Bookstores and Bulls’ Team Store)

Consolidated Sales figures for the past five fiscal years are as follows:

<table>
<thead>
<tr>
<th>TOTAL ($)</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$17,998,859</td>
<td>$17,389,592</td>
<td>$16,241,161</td>
<td>$16,806,636</td>
<td>$17,006,064</td>
</tr>
</tbody>
</table>

USF Bookstore Tampa

USF Bookstore Tampa Total Sales figures for the past five fiscal years are as follows:

<table>
<thead>
<tr>
<th>TOTAL ($)</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$13,458,553</td>
<td>$13,018,913</td>
<td>$12,130,769</td>
<td>$12,748,342</td>
<td>$12,807,383</td>
</tr>
</tbody>
</table>

(Note: FY ’15-FY’17 Total Sales figures include Other Revenue (i.e., commissions) and Adjustments (i.e., misc. adjustments including athletics, non-commissionable sales and uncollected sales. FY ’13-FY ’14 Total Sales figures do not include Adjustments.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

Sales figures for the major departments/categories for the past five fiscal years for the USF Bookstore-Tampa are as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Textbooks</td>
<td>6,614,782</td>
<td>6,063,735</td>
<td>5,264,970</td>
<td>5,557,875</td>
<td>5,623,094</td>
</tr>
<tr>
<td>Used Textbooks</td>
<td>1,418,024</td>
<td>908,876</td>
<td>904,133</td>
<td>1,025,937</td>
<td>934,197</td>
</tr>
<tr>
<td>Digital Textbooks</td>
<td>77,495</td>
<td>89,081</td>
<td>75,928</td>
<td>70,651</td>
<td>105,427</td>
</tr>
<tr>
<td>Textbook Rentals</td>
<td>1,127,464</td>
<td>1,746,533</td>
<td>1,694,572</td>
<td>1,684,518</td>
<td>1,667,361</td>
</tr>
<tr>
<td>Trade Books</td>
<td>354,678</td>
<td>324,792</td>
<td>302,355</td>
<td>280,374</td>
<td>223,926</td>
</tr>
<tr>
<td>Café &amp; Convenience</td>
<td>414,819</td>
<td>391,491</td>
<td>638,570</td>
<td>682,295</td>
<td>721,503</td>
</tr>
<tr>
<td>Computer Products</td>
<td>140,050</td>
<td>105,956</td>
<td>105,132</td>
<td>115,571</td>
<td>118,023</td>
</tr>
<tr>
<td>Emblematic Clothing and Gifts</td>
<td>1,968,556</td>
<td>1,978,743</td>
<td>2,052,213</td>
<td>2,241,376</td>
<td>2,449,434</td>
</tr>
<tr>
<td>Other</td>
<td>920,392</td>
<td>937,963</td>
<td>1,059,199</td>
<td>1,092,227</td>
<td>1,116,954</td>
</tr>
<tr>
<td>School Supplies</td>
<td>374,486</td>
<td>420,028</td>
<td>399,850</td>
<td>425,180</td>
<td>434,216</td>
</tr>
<tr>
<td>3rd Party Commissions</td>
<td>8,208</td>
<td>8,672</td>
<td>9,899</td>
<td>12,404</td>
<td>11,030</td>
</tr>
<tr>
<td>BNCB Marketing Comm.</td>
<td>11,709</td>
<td>15,111</td>
<td>66,787</td>
<td>59,541</td>
<td>59,529</td>
</tr>
<tr>
<td>Ring/Announcement Comm.</td>
<td>27,890</td>
<td>27,933</td>
<td>10,687</td>
<td>59,541</td>
<td>59,529</td>
</tr>
</tbody>
</table>

USF Health Bookstore

USF Health Bookstore Total Sales figures for the past five fiscal years are as follows:

<table>
<thead>
<tr>
<th>TOTAL ($)</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL ($)</td>
<td>$1,287,294</td>
<td>$1,312,956</td>
<td>$1,257,299</td>
<td>$1,065,507</td>
<td>$979,874</td>
</tr>
</tbody>
</table>

(Note: FY ’15-FY’17 Total Sales figures include Other Revenue (i.e., commissions) and Adjustments (i.e., misc. adjustments including athletics, non-commissionable sales and uncollected sales. FY ’13-FY’14 Total Sales figures do not include Adjustments.)

Sales figures for the major departments/categories for the past five fiscal years for the USF Health Bookstore are as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Textbooks</td>
<td>635,183</td>
<td>639,510</td>
<td>599,766</td>
<td>408,116</td>
<td>379,450</td>
</tr>
<tr>
<td>Used Textbooks</td>
<td>112,771</td>
<td>127,866</td>
<td>122,226</td>
<td>89,446</td>
<td>85,426</td>
</tr>
<tr>
<td>Digital Textbooks</td>
<td>5,057</td>
<td>4,475</td>
<td>4,258</td>
<td>5,495</td>
<td>13,498</td>
</tr>
<tr>
<td>Textbook Rentals</td>
<td>119,204</td>
<td>118,631</td>
<td>110,514</td>
<td>149,369</td>
<td>142,526</td>
</tr>
<tr>
<td>Trade Books</td>
<td>103,081</td>
<td>77,726</td>
<td>69,129</td>
<td>57,990</td>
<td>55,018</td>
</tr>
<tr>
<td>Café &amp; Convenience</td>
<td>206,202</td>
<td>237,438</td>
<td>246,871</td>
<td>235,805</td>
<td>150,092</td>
</tr>
<tr>
<td>Computer Products</td>
<td>4,085</td>
<td>5,080</td>
<td>4,880</td>
<td>4,714</td>
<td>4,114</td>
</tr>
<tr>
<td>Emblematic Clothing and Gifts</td>
<td>26,417</td>
<td>24,852</td>
<td>28,823</td>
<td>31,844</td>
<td>50,769</td>
</tr>
<tr>
<td>Other</td>
<td>32,177</td>
<td>34,861</td>
<td>37,367</td>
<td>53,032</td>
<td>51,850</td>
</tr>
<tr>
<td>School Supplies</td>
<td>60,014</td>
<td>63,605</td>
<td>54,656</td>
<td>45,144</td>
<td>59,301</td>
</tr>
<tr>
<td>3rd Party Commissions</td>
<td>326</td>
<td>367</td>
<td>10</td>
<td>185</td>
<td>523</td>
</tr>
<tr>
<td>Marketing Commissions</td>
<td>2,800</td>
<td>2,604</td>
<td>2,483</td>
<td>5,555</td>
<td>3,869</td>
</tr>
<tr>
<td>Ring/Announcement Comm.</td>
<td>-</td>
<td>50</td>
<td>944</td>
<td>744</td>
<td>616</td>
</tr>
</tbody>
</table>
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

USF Bookstore, St. Petersburg

USF Bookstore, St. Petersburg Total Sales figures for the past five fiscal years are as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Textbooks</td>
<td>990,027</td>
<td>783,629</td>
<td>632,089</td>
<td>654,165</td>
<td>746,803</td>
</tr>
<tr>
<td>Used Textbooks</td>
<td>339,982</td>
<td>218,023</td>
<td>205,837</td>
<td>225,399</td>
<td>166,921</td>
</tr>
<tr>
<td>Digital Textbooks</td>
<td>24,274</td>
<td>22,567</td>
<td>15,424</td>
<td>17,411</td>
<td>25,092</td>
</tr>
<tr>
<td>Textbook Rentals</td>
<td>294,595</td>
<td>483,397</td>
<td>412,754</td>
<td>438,413</td>
<td>460,022</td>
</tr>
<tr>
<td>Trade Books</td>
<td>231,764</td>
<td>222,229</td>
<td>230,911</td>
<td>250,265</td>
<td>234,627</td>
</tr>
<tr>
<td>Café &amp; Convenience</td>
<td>170,885</td>
<td>158,103</td>
<td>149,320</td>
<td>149,490</td>
<td>153,655</td>
</tr>
<tr>
<td>Computer Products</td>
<td>7,323</td>
<td>11,055</td>
<td>11,423</td>
<td>12,747</td>
<td>10,022</td>
</tr>
<tr>
<td>Emb. Clothing and Gifts</td>
<td>77,160</td>
<td>109,346</td>
<td>107,126</td>
<td>118,596</td>
<td>142,269</td>
</tr>
<tr>
<td>Other</td>
<td>50,002</td>
<td>54,282</td>
<td>64,055</td>
<td>80,097</td>
<td>82,311</td>
</tr>
<tr>
<td>School Supplies</td>
<td>34,507</td>
<td>43,909</td>
<td>44,273</td>
<td>51,463</td>
<td>58,282</td>
</tr>
<tr>
<td>3rd Party Commissions</td>
<td>634</td>
<td>817</td>
<td>(17)</td>
<td>1,252</td>
<td>991</td>
</tr>
<tr>
<td>Marketing Comm.</td>
<td>8,900</td>
<td>7,942</td>
<td>5,549</td>
<td>4,526</td>
<td>4,953</td>
</tr>
<tr>
<td>Ring/Announce. Comm.</td>
<td>1,430</td>
<td>415</td>
<td>2,719</td>
<td>2,628</td>
<td>2,918</td>
</tr>
</tbody>
</table>

(Note: FY ’15-FY’17 Total Sales figures include Other Revenue (i.e., commissions) and Adjustments (i.e., misc. adjustments including athletics, non-commissionable sales and uncollected sales. FY ’13-FY ’14 Total Sales figures do not include Adjustments.)

Sales figures for the major departments/categories for the past five fiscal years for the USF Bookstore, St. Petersburg are as follows:

USF Bookstore, Sarasota-Manatee and New College of Florida

USF Bookstore, Sarasota-Manatee and New College of Florida Total Sales figures for the past five fiscal years are as follows:

<table>
<thead>
<tr>
<th>TOTAL ($)</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>USF Bookstore, Sarasota-Manatee and New College of Florida</td>
<td>$789,287</td>
<td>$707,439</td>
<td>$720,680</td>
<td>$780,397</td>
<td>$743,245</td>
</tr>
</tbody>
</table>

(Note: FY ’15-FY’17 Total Sales figures include Other Revenue (i.e., commissions) and Adjustments (i.e., misc. adjustments including athletics, non-commissionable sales and uncollected sales. FY ’13-FY ’14 Total Sales figures do not include Adjustments.)

12 of 98
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

Sales figures for the major departments/categories for the past five fiscal years for the USF Bookstore, Sarasota-Manatee and New College of Florida are as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Textbooks</td>
<td>327,967</td>
<td>260,451</td>
<td>321,197</td>
<td>331,556</td>
<td>321,868</td>
</tr>
<tr>
<td>Used Textbooks</td>
<td>246,183</td>
<td>146,383</td>
<td>121,597</td>
<td>136,691</td>
<td>123,167</td>
</tr>
<tr>
<td>Digital Textbooks</td>
<td>18,491</td>
<td>21,495</td>
<td>14,528</td>
<td>18,564</td>
<td>23,308</td>
</tr>
<tr>
<td>Textbook Rentals</td>
<td>107,510</td>
<td>202,114</td>
<td>196,910</td>
<td>220,539</td>
<td>194,724</td>
</tr>
<tr>
<td>Trade Books</td>
<td>11,964</td>
<td>5,126</td>
<td>2,197</td>
<td>1,338</td>
<td>1,182</td>
</tr>
<tr>
<td>Café &amp; Convenience</td>
<td>510</td>
<td>644</td>
<td>843</td>
<td>750</td>
<td>557</td>
</tr>
<tr>
<td>Computer Products</td>
<td>4,894</td>
<td>5,610</td>
<td>4,703</td>
<td>3,754</td>
<td>2,890</td>
</tr>
<tr>
<td>Emblematic Clothing and Gifts</td>
<td>25,961</td>
<td>23,895</td>
<td>21,523</td>
<td>25,916</td>
<td>32,163</td>
</tr>
<tr>
<td>Other</td>
<td>24,640</td>
<td>20,410</td>
<td>13,308</td>
<td>21,895</td>
<td>24,005</td>
</tr>
<tr>
<td>School Supplies</td>
<td>12,855</td>
<td>12,748</td>
<td>16,170</td>
<td>13,751</td>
<td>13,729</td>
</tr>
<tr>
<td>3rd Party Commissions</td>
<td>351</td>
<td>1,945</td>
<td>1,618</td>
<td>32</td>
<td>(57)</td>
</tr>
<tr>
<td>Marketing Commissions</td>
<td>6,551</td>
<td>5,667</td>
<td>4,619</td>
<td>4,249</td>
<td>4,230</td>
</tr>
<tr>
<td>Ring/Announcement Comm.</td>
<td>1,410</td>
<td>951</td>
<td>1,467</td>
<td>1,362</td>
<td>1,479</td>
</tr>
</tbody>
</table>

USF Bulls’ Team Store

USF Bulls’ Team Store Total sales figures for the past five fiscal years are as follows:

| TOTAL ($)                     | FY '13  | FY '14  | FY '15  | FY '16  | FY '17  |
|                              | $264,395 | $267,411 | $282,710 | $257,634 | $435,252 |

Sales figures for the major departments/categories for the past five fiscal years for the USF Bulls’ Team Store are as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>FY '13</th>
<th>FY '14</th>
<th>FY '15</th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Textbooks</td>
<td>35</td>
<td>-</td>
<td>2,318</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Used Textbooks</td>
<td>-</td>
<td>-</td>
<td>2,232</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Trade Books</td>
<td>3,785</td>
<td>379</td>
<td>18,465</td>
<td>423</td>
<td>796</td>
</tr>
<tr>
<td>Café &amp; Convenience</td>
<td>99</td>
<td>652</td>
<td>775</td>
<td>537</td>
<td>817</td>
</tr>
<tr>
<td>Computer Products</td>
<td>45</td>
<td>125</td>
<td>83</td>
<td>90</td>
<td>139</td>
</tr>
<tr>
<td>Emblematic Clothing and Gifts</td>
<td>231,913</td>
<td>230,400</td>
<td>246,876</td>
<td>228,670</td>
<td>325,480</td>
</tr>
<tr>
<td>Other</td>
<td>14,090</td>
<td>21,841</td>
<td>20,146</td>
<td>13,590</td>
<td>18,057</td>
</tr>
<tr>
<td>School Supplies</td>
<td>490</td>
<td>420</td>
<td>148</td>
<td>169</td>
<td>50</td>
</tr>
</tbody>
</table>

2.9 **Financial Aid Sales**

<table>
<thead>
<tr>
<th></th>
<th>FY '16</th>
<th>FY '17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Aid Sales</td>
<td>$3,492,406</td>
<td>$3,593,185</td>
</tr>
</tbody>
</table>

2.10 **Tender Types**

The Bookstore accepts cash, personal checks, major credit cards, mobile payment, bank debit cards, the USF Card/ Bull Buck$, financial aid charges, and third-party agency charges (e.g., veteran’s vouchers and vocational rehabilitation charges, etc.). Bull Buck$ is a campus declining balance program for all USF students, faculty, and staff. Participants add value to their own "account" which is linked to the USF Card.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

2.11 **Department Discounts**

The Bookstore offers USF Departments a bulk purchase discount of 10%.

2.12 **Faculty / Staff Discounts**

The Bookstore offers USF Faculty and Staff a 20% discount on sales when announced during the year as well as a special holiday discount of 25% during November and December.

2.13 **Bookstore / USF Alumni Association Partnership**

The Bookstore’s partnership with the USF Alumni Association (USFAA) includes the following:

- Sponsorship Fee of $15,000 annually (i.e., $10,000 payment and $5,000 in retail merchandise). In return, the Alumni Office provides the Bookstore with an email mailing list of over 165,000 alumni. The Bookstore is allowed to send promotional messages to USF Alumni six (6) times per year.
- Class Ring commissions paid by the Bookstore to USFAA totaling approximately $10,000-$11,000 annually
- Regalia payment of $10.00 per unit for an approximate total of $85,000 annually. This is a pass-through cost. The contractor adds the $10.00 cost to the price of the regalia.
- The Bookstore offers Alumni a 15% discount on USF emblematic merchandise.

2.14 **Licensing Program**

The USF Licensing Program is currently managed by IMG College Licensing Company. USF’s current royalty fee is 12%. All requests for products/merchandise approvals must go through the USF Communications and Marketing office, via the IMG College Licensing Company portal.

2.15 **Graduation Program**

The Bookstore offers graduation regalia for commencement and offers a comprehensive selection of graduation products (e.g., diploma frames, rings, etc.). In addition, the Bookstore holds a three-day event each semester prior to Graduation. Vendors are invited to the Bookstore to participate in this event to market and sell graduation regalia and graduation products (e.g., diploma frames, rings, etc.).
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

SECTION 3:
INVITATION AND DESCRIPTION OF BOOKSTORE MANAGEMENT / RETAIL SERVICES

3.1 Invitation

USF invites your company to submit a Proposal for Management of the USF Bookstore. The term will be for five (5) years, beginning July 1, 2018, with the option to renew for one (1) 5-year renewal term. The USF Bookstore, as defined in this ITN, includes the following:

Lot 1: Full-Service Bookstore:

- USF Bookstore, located adjacent to the Marshall Student Center on the Tampa campus, including a full-service Café
- USF Health Bookstore, located in the main building of the Health Science District on the Tampa Campus
- USF Health Pop-up Store/Kiosk, Morsani College of Medicine
- USF Bookstore, St. Petersburg, located at 500 3rd Street S. on the USF-St. Petersburg Campus
- USF Bookstore, Sarasota-Manatee and New College of Florida, located at 6301 North Tamiami Trail, Sarasota, FL
- USF Bookstore Websites

(Note: The USF Health Bookstore will close on June 30, 2018. The Bookstore will be relocated to the WELL and the contractor is expected to operate a Bookstore/Kiosk in the WELL with an estimated opening date of Fall 2019.)

(Note: Throughout this ITN, the Bookstores and Website are referred to, collectively, as the “Bookstore.”)

The Athletic Services, as defined in this ITN, include the following:

Lot 2: Athletic Services:

- Bulls’ Team Store located in the Sun Dome on the Tampa Campus
- USF Football Game Day Operations at Raymond James Stadium
- Game Day Operations at athletic events as defined by the University, including but not limited to, all baseball, softball, men’s soccer, and women’s soccer games
- Support of special events at as defined by the University (e.g., championship games, post season events, bowl games, tournaments, Fan Fest, donor events etc.)
- USF Athletics E-Commerce

The University of South Florida recognizes the traditional Bookstore business is in a transformational period and it is the intent of USF to be on the cutting edge of campus retail services. Therefore, USF has initiated this ITN Process to seek an innovative and proactive partner to effectively serve the USF community and lead the transition from a traditional Bookstore to a state-of-the-art Bookstore/retail facilities with the following specific goals:

- Improve affordability for USF Students by continuing to reduce course materials costs.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

- Implement a course materials program that allows for flexibility to support the University’s course materials affordability initiatives, including, but not limited to, USF’s Textbook Affordability Project (TAP) [http://tap.USF.edu](http://tap.USF.edu).
- Increase market share and expand the market for USF emblematic merchandise, both in-store and online.
- Create state-of-the-art destination/retail facilities.
- Improve customer satisfaction through cutting-edge retail innovation.
- Increase the financial contribution to USF, while achieving the qualitative and service goals of this ITN.

3.2 Description of Bookstore Management / Retail Services - Lot 1: Full-Service Bookstore

The Bookstore will provide comprehensive course materials services, general books, bestsellers, reference books, supplies, art supplies, computer supplies, course related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, and other services expected from a full-service Bookstore. The Bookstore will include operation/management of full-service and self-service Cafés.

Components of a Full-Service Bookstore at USF should include, but not be limited to, the following:

- Creating and implementing effective strategies to reduce the cost of course materials to USF Students by offering a comprehensive textbook rental program, a strong used textbook and buyback program, an innovative digital textbook/course materials program, access to OER course materials, support of the USF TAP initiative, and access to emerging course materials programs and technologies.
- Creating a customer-centric innovative retail environment.
- Assisting with promoting and branding USF by offering a broad selection of emblematic clothing and gifts.
- Developing a comprehensive marketing and promotional strategy that will assist with advancing the USF Brand for each separate USF campus (i.e., USF, USF Tampa, USF St. Petersburg, USF Sarasota-Manatee, New College of Florida, etc.).
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Supporting the academic mission of USF by providing efficient and effective course materials services to students and faculty.
- Leading the transformation from traditional textbooks to digital course materials.
- Communicating and coordinating effectively and proactively with faculty regarding the use of all types of course materials.
- Providing easy access and multiple distribution channels for course materials.
- Introducing new products and services that meet the evolving needs of customers, including USF Students, Faculty/Staff, visitors, and the local community.
- Operating full-service Cafés in the USF Tampa and St. Petersburg Bookstores.
- Developing a comprehensive e-commerce strategy and social media engagement strategy.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions, and ensuring efficient processing of all transactions.
- Supporting the academic mission of USF by providing products and services that support campus events (i.e., faculty, alumni and visiting author events, speakers, and other campus academic and social events).
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

- Utilizing state-of-the-art technology and emerging technologies for course materials operations (e.g., point-of-sale transactions, inventory status, registration integration, textbook rental, buyback, etc.) and general merchandise operations (e.g., point-of-sale transactions, inventory status, etc.).

3.3 **Description of Bookstore Management / Retail Services- Lot 2: Athletic Services**

The USF Bulls’ Team Store will provide comprehensive athletic/spirit products (e.g., emblematic merchandise, game day products, spirit products, championship merchandise, etc.) and will support USF Athletics by promoting and selling USF-branded merchandise at USF athletic events. The USF Bulls’ Team Store will include operation/management of the following:

- Bulls’ Team Store located in the Sun Dome on the Tampa Campus
- USF Football Game Day Operations at Raymond James Stadium
- Game Day Operations at athletic events as defined by the University, including but not limited to, all baseball, softball, men’s soccer, and women’s soccer games
- Support of special events at as defined by the University (e.g., championship games, post season events, bowl games, tournaments, etc.)
- USF Athletics E-Commerce

3.4 **Proposal Evaluation Criteria**

The Criteria that will be used by the USF Auxiliary Contract Administration and Bookstore ITN Selection Committee to evaluate Proposals include, but are not limited to, responses submitted to the “Proposal Submittal Requirements” in Sections 5 and 6 of the ITN. The Proposals will be evaluated in a variety of major areas for each Lot, including the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Lot 1: Full-Service Bookstore</th>
<th>Lot 2: Athletic Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Materials Affordability</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Course Materials Customer Service, including coordination and communication with faculty</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Course Materials Adoption Tool / Adoption Process</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Course Materials Availability</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Market Share of USF Emblematic Merchandise, In-Store and Online</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Customer Satisfaction through Cutting-Edge Retail Innovation</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>State-Of-The-Art Destination / Retail Facilities</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Financial Return</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>General Merchandise / Branding</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Marketing</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Vendors Plan for Engaging with Diverse (MWBE) Businesses</td>
<td>√</td>
<td>√</td>
</tr>
</tbody>
</table>
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

SECTION 4:
ITN PROCEDURE AND RESPONSE REQUIREMENTS

4.1 ITN Schedule

**Dates are subject to change**

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of ITN</td>
<td>Thursday, January 11, 2018</td>
</tr>
<tr>
<td>Contact Michael Hernandez to Confirm Receipt of the ITN and to Confirm Attendance at the Mandatory Vendors Conference / Site Visit</td>
<td>No later than 4:00 p.m., Thursday, January 18, 2018</td>
</tr>
<tr>
<td>Mandatory Vendors Conference / Site Visit</td>
<td>Thursday, February 1, 2018</td>
</tr>
<tr>
<td>Vendors Written Questions Due</td>
<td>No later than 5:00 p.m., Friday, February 2, 2018</td>
</tr>
<tr>
<td>USF Issues Responses to Written Questions</td>
<td>Friday, February 9, 2018</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>No later than 3:00 p.m., Wednesday, February 21, 2018</td>
</tr>
<tr>
<td>Review of Proposals by USF</td>
<td>February / March 2018</td>
</tr>
<tr>
<td>Presentations by Contractors</td>
<td>March 2018 (TBD)</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>April 2018</td>
</tr>
<tr>
<td>Final Negotiations with Selected Contractor / Contract Signed</td>
<td>Friday, June 1, 2018</td>
</tr>
<tr>
<td>Implementation / Contract Commences</td>
<td>July 1, 2018</td>
</tr>
</tbody>
</table>

4.2 Mandatory Vendors Conference And Site Visits

a. The Mandatory Vendors Conference and Site Visits will be held on **Thursday, February 1, 2018** at 9:00 a.m. in the USF Purchasing conference room SVC 1073 located in the Student Services Building at 4202 E. Fowler Ave., Tampa, FL 33620-9000. Any prospective vendor and/or his designee arriving after 9:10 a.m. according to Verizon Cellular time will not be allowed to enter the room, and will be ineligible to bid this project. No other time keeping device will be considered for this purpose.

A map showing the meeting site can be found on the USF Purchasing website as an attachment to ITN #18-16-MH [http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx](http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx).

The Vendors Conference will include site visits to all Bookstore locations (Tampa, St. Petersburg, and Sarasota-Manatee).

4.3 Overview Of Bidding And ITN Process

The purpose of the ITN is to identify interested contractors that have the qualifications, experience and financial capacity necessary to assume the responsibilities to provide USF Bookstore Management / Retail Services.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

The University’s evaluation of each ITN response will be based upon the information provided, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested.

As part of the ITN Process, it is anticipated that contractors will engage in the following activities:

i. Participate in the Vendors Conference / Site Visit.

ii. Conduct in-person interviews and present (digitally and verbally) additional requested materials relevant to the services solicited in this ITN.

iii. Review and discuss the proposed business terms that will form the relationship with the University.

iv. Discuss and prepare best and final Proposals. Discussions may be requested by USF for the following purposes:
   - Receive feedback from USF regarding potential deficiencies in Proposals;
   - Receive notification of additional materials requested by USF to supplement the details provided in initial Proposal; or
   - Receive feedback from USF indicating that a revised Proposal is requested, which aims to allow the contractor to provide the best value Proposal. The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions.

4.4 Qualification Requirements

This ITN is open to prospective parties who seek qualification to provide Bookstore Management / Retail Service to USF. Qualification will be based on a determination by the University at its sole and complete discretion that the contractor meets the requirements highlighted in the following Sections:

- Section 5, “Lot 1: Full-Service Bookstore Program Requirements / Proposal Submittal Requirements.”
- Section 6, “Lot 2: Athletic Services Program Requirements / Proposal Submittal Requirements.”

Upon receipt, all ITN submissions will be reviewed for completeness in accordance with the submission requirements and evaluated with respect to the standards set forth in this ITN.

The University may not consider any response to the ITN that does not completely fulfill these requirements. The University reserves the right to accept or reject any or all Proposals.

4.5 Negotiations

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple contractors that appear to have submitted Proposal(s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price, scope of services, and the terms and conditions of this ITN.

USF may negotiate:

a. The statement of work;

b. The contract financial return, as it is affected by negotiating the statement of work; and

c. The terms and conditions, determined by the University in its sole discretion to be reasonably related to the terms of this ITN and in the best interest of the University.
4.6 **Quantity of Proposals / Proposal Submission Instructions**

Proposals received by **3:00 p.m. (Eastern Standard Time) Wednesday, February 21, 2018**, will be considered. Proposals received after the due date will not be considered. One (1) original, ten (10) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

Mr. Michael Hernandez  
Purchasing Manager Competitive Solicitations  
Purchasing Services  
University of South Florida  
Tampa, FL 33620-5800  
Telephone 813-974-8123/813-974-5362  
Email: mahernandez@usf.edu

The original should contain an original signature of an officer of the contractor with authority to commit the contractor. Proposal contents should be presented in the same order as the requirements listed in Sections 5 and 6 of this ITN.

Any questions concerning this ITN should be directed in writing to Michael Hernandez, Purchasing Manager Competitive Solicitations, Purchasing Services, USF (mahernandez@usf.edu).

Questions regarding clarification to the content of the ITN will be accepted, in writing, from the time of ITN receipt by prospective contractors until **5:00 p.m. (Eastern Standard Time) Friday, February 2, 2018**.

One hundred percent (100%) of the communication from contractors during this entire ITN Process must be solely with Mr. Michael Hernandez.

Interested Parties should not contact any other officials of the University, its Auxiliary Contract Administration, or advisors of the University with regard to this opportunity.

Interested Parties are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of an Interested Party from this ITN Process.

4.7 **Addenda**

Any addenda or instructions issued by the University prior to the time for receiving Proposals shall become a part of this Proposal. Such addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum. The University is under no obligation to contact contractors for clarification but reserves the right to do so.

4.8 **Selection Protests**

Any respondent to this ITN who claims to have been adversely affected or aggrieved by the selection of a competing respondent shall have three business days after notification of that selection to submit a written protest of the selection to Michael Hernandez at the address or email listed in this document. (See Section 9, #45.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

4.9 **Disclaimer**

The University reserves the right to request additional information, or clarifications of material submitted by your firm during the ITN selection process.

Any representations or statements made within this ITN shall not be considered a contractual obligation by the University and your team entities shall not be entitled to rely upon them. The University reserves the right to reject any and all submittals and to identify and select the firm which the University, in its sole and absolute discretion, deems most qualified.

The respondents shall be solely and totally responsible for all costs associated with responding to this ITN, and the University accepts no responsibility with regard thereto. Submissions will become the property of the University.
SECTION 5:  
LOT 1:  FULL-SERVICE BOOKSTORE PROGRAM REQUIREMENTS / PROPOSAL SUBMITTAL REQUIREMENTS  
(Note:  To simplify the University of South Florida’s review process, the format for all Proposals must be consistent with the information requested in the Submittal Requirements of this Section.)

This Section is for Lot 1:  Full-Service Bookstore Program and Submittal Requirements.  Contractors are required to respond to all Submittal Requirements included in this Section.

5A.  Company History, Background, And References

5.1  Company History, Background, And References Submittal Requirements

a.  Company Background.  Provide your qualifications and experience in managing college/university bookstores.  Describe your company’s experience serving large, prestigious, public universities.

b.  Client List.  Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.  Identify at least five (5) clients with bookstores similar in nature to the USF Bookstore.

c.  Discontinued Client List.  Provide a list of all college/university accounts that were canceled or not renewed during the past three years, including the reason for termination.  Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.

d.  Financial Statements.  Include your company’s audited financial statements for the past two (2) years, along with your company’s Standard & Poor’s or Dun & Bradstreet rating.

5B.  Operations

5.2  Operations Program Requirements

a.  Bookstore Names.  The names of the Bookstores shall be the “USF Tampa Bookstore,” “USF Health Bookstore,” “USF St. Petersburg Bookstore,” “USF Sarasota-Manatee and New College of Florida Bookstore,” or other names that are mutually agreed upon.  Any current or future names will remain the property of USF.

b.  Contractor Duties/Responsibilities.  The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, vehicles, labor, supplies, and services required to perform its duties and responsibilities as required by USF.

c.  Products And Services.  The contractor shall provide USF with all required and recommended course materials, new textbooks, used textbooks, digital textbooks, custom published materials, Open Educational Resources (OER), Inclusive Access/Course Fee materials, textbook rentals, general books, bestsellers, reference books, supplies, art supplies, technology computer supplies, course related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special
order services, graduation related merchandise, Café services, and other services expected from a full-service Bookstore. **USF strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the USF community; generate traffic into the Bookstore; and assist with transitioning from a traditional Bookstore to a destination center offering state-of-the-art campus retail services.**

d. **Products And Services-Health Science Bookstores/Pop-up Kiosks.** The contractor shall provide USF Health with all required and recommended course materials, new textbooks, used textbooks, digital textbooks, custom published materials, Open Educational Resources (OER), Inclusive Access/Course Fee materials, textbook rentals, general books, reference books, medical reference books, course related supplies and medical supplies (e.g., lab coats, stethoscopes, scrubs, specialty supplies, etc.), computer supplies, general merchandise, USF Health emblematic clothing, emblematic gifts, special order services, graduation related merchandise, and other services expected from a full-service USF Health Bookstore.

e. **Right To Operate Bookstore.** The contractor shall have the right to operate the Bookstore serving the USF community. However, the USF Auxiliary Contract Administration may authorize the sale of certain items by approved vendors, student groups, and other USF organizations.

The contractor must recognize that USF is focused on course materials affordability for USF Students. As part of this focus, USF will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), Inclusive/Course Fee-based Course Materials, the USF Textbook Affordability Project (TAP) initiative, etc. It is USF’s intent that the selected contractor will bring value-added programs and services with respect to digital delivery and/or other innovative course materials programs and services.

f. **University Authority Re: Product Offerings.** The contractor shall withdraw from display or sale, any item or items, which USF requests not be displayed or sold. The contractor shall abide by USF’s exclusive agreements (e.g., pouring rights agreements, food service operations agreements, official Athletics footwear and apparel provider, etc.).

g. **Locations/Programs.** The contractor shall manage and operate the following Bookstore locations and programs:

   • USF Bookstore, currently located adjacent to the Marshall Student Center on the Tampa Campus, including the full-service Café located in the Bookstore
   • USF Health Bookstore, currently located in the main building of the Health Science District on the Tampa Campus
     (Note: The USF Health Bookstore will close on June 30, 2018. The Bookstore will be relocated to the WELL and the contractor is expected to operate a Bookstore in the WELL with an estimated opening date of Fall 2019. The contractor will be expected to provide services for the USF Health Tampa Bookstore from the main Bookstore during the Fall 2018-Spring 2019 time period.)
   • USF Health Pop-up Store/Kiosk, Morsani College of Medicine
   • USF Bookstore, St. Petersburg, located at 500 3rd. Street S. on the USF St. Petersburg Campus, including the full-service Café located in the Bookstore
   • USF Bookstore, Sarasota-Manatee and New College of Florida, located at 6301 North Tamiami Trail, Sarasota, FL
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

• Bookstore Websites for each location. (Note: The USF Sarasota-Manatee and New College of Florida Bookstore shall have a distinct website for each university/college.)

h. University Rights Re: Bookstore Facility. USF shall have the right to add, remove, or modify the size of the Bookstore facilities if USF deems such additions, removals, or modifications to be in the best interest of the University.

i. Fixtures/Equipment For Special Events. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special events on campus to capitalize on sales opportunities.

j. Website/Social Media. The contractor shall manage and operate a unique full-service Bookstore Website and unique Bookstore social media program.

k. Special Events. The Bookstore shall support special events (e.g., lectures, readings, speakers, Alumni Association events, etc.) on campus by selling books at University events.

l. Trash Removal/Recycling-USF Bookstore Tampa. Due to the magnitude of the USF Bookstore Tampa operation, Bookstore trash removal and recycling for the USF Bookstore Tampa shall be the contractor’s direct responsibility. The contractor shall utilize Republic Waste Services of Tampa, the vendor currently serving USF and shall be responsible for all associated trash removal and recycling expenses. Current expenses for trash removal and recycling are approximately $1,000 each month (i.e., $500 trash removal and $500 recycling), for an annual expense of approximately $12,000.

m. Equal Opportunity Employer/Minority Business Enterprise. As part of the USF Strategic Plan, USF made a commitment to foster a diverse community distinguished by a shared purpose, collaboration, open and timely communication, mutual respect, trust and inclusiveness. USF is an equal opportunity institution, and, as such, actively encourages the continued development and economic growth of diverse business and it is vital that certified Minority, Women and Veteran-owned Business Enterprises (MWBE) participate in the University of South Florida System procurement processes as both prime contractors and subcontractors. To this end, the proposing contractor shall submit in each response a Diverse Business Sub-Contractor Utilization Plan in conjunction with USF Purchasing and USF Office of Supplier Diversity. USF Purchasing, in coordination with the USF Office of Supplier Diversity, reserves the right to verify all information included in the Plan. The USF Office of Supplier Diversity website address is www.usf.edu/ods and contains a listing of approved certification entities for diverse firms being considered by the proposing contractor.

The contractor shall abide by all USF Equal Opportunity Employer/Minority Business Enterprise practices as described in Section 9, #41 of the ITN.

n. Environmental/Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all University environmental/sustainability practices.

o. Business Plan. The contractor shall provide a written Business Plan for the Bookstore. The Business Plan will be reviewed and updated with the USF Auxiliary Contract Administration on a quarterly basis, and a comprehensive program review will be presented on an annual basis. The Business Plan will include, but not be limited to, the following:
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

- Course Materials Market Share Plan
- Emblematic Merchandise Plan
- Customized Marketing and Social Media Plan
- Customized Strategic Plan and Marketing Plan for Online/Web Sales
- Key Performance Indicators, including, but not limited to, the following:
  - Sales per FTE student
  - Course materials sales per FTE student
  - Course materials value ratio
  - Buyback data
  - Rental ratio
  - Web order fulfillment/backorder ratios
  - Length of checkout lines during Rush
  - Sales per square foot
  - Customer satisfaction
- Divers Suppliers Sub-Contractor” Utilization Plan, as requested by the University
- Utilization of Diverse Owned Business Quarterly Reports, as requested by the University

p. Reporting Requirement. The contractor shall report to USF’s Office of Auxiliary Services, in the Division of Business and Finance, for matters pertaining to the contract. The contractor’s Regional Manager will meet with USF’s Associate Director, Auxiliary Contract Administration, or designee on a quarterly basis, at a minimum, to review performance.

q. Licensing, Permits, Taxes. The contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

5.3 Operations Submittal Requirements

a. Acknowledge acceptance of USF’s Operations Program Requirements as described in Section 5.2 of the ITN.

b. USF Bookstore Tampa Operations/Management Plan. Describe your operations/management plan for the USF Bookstore Tampa described in Section 5.2g of the ITN. Please include operating efficiencies that will benefit the USF Health Bookstore as described on Sections 5.2d and 5.2g and include your plans to provide temporary USF Health Bookstore services in the main Bookstore during the Fall 2018-2019 time period.

c. USF Bookstore, St. Petersburg Operations/Management Plan. Describe your operations/management plan for the USF Bookstore, St. Petersburg described in Section 5.2g of the ITN.

d. USF Health Bookstore Tampa Operations/Management Plan. Describe your operations/management plan for the USF Health Bookstore Tampa described in Section 5.2g of the ITN. Include your company’s experience operating Health Science bookstores.

e. USF Health Pop-up Store/Kiosk, Morsani College of Medicine Operations/Management Plan. Describe your operations/management plan for the USF Health Pop-up Store/Kiosk, Morsani
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

College of Medicine described in Section 5.2g of the ITN. Include your company’s experience operating Health Science bookstores. Innovative responses to providing services at this location will be viewed favorably by USF.

f. **USF Bookstore, Sarasota-Manatee and New College of Florida Operations/Management Plan.** Describe your operations/management plan for the USF Bookstore, Sarasota-Manatee and New College of Florida described in Section 5.2g of the ITN. Include your company’s experience operating one Bookstore that serves two distinct institutions.

g. **Environmental/Sustainability Practices.** Please describe any environmental/sustainability practices, initiatives, and/or programs your company has implemented.

5C. **Customer Service**

5.4 **Customer Service Program Requirements**

a. **Customer Service Expectations.** The contractor shall provide excellent customer service at the Bookstore, including processing customers efficiently during Rush.

b. **Nametags/Identification Tags.** The contractor shall ensure that all Bookstore employees wear nametags/identification tags and/or uniforms, at the request of USF.

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

d. **Support Of Student Organizations.** The contractor shall cooperate to whatever reasonable extent possible to assist and support student organizations and student activities with respect to Bookstore services and merchandise.

e. **Campus Events.** The contractor shall sell merchandise at campus events as requested by the University and shall continually seek out opportunities to sell merchandise at campus events.

f. **Customer Feedback.** The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the USF Auxiliary Contract Administration for evaluation and input.

g. **Business Days/Hours Of Operation.** Business days and hours of operation shall be defined by USF in conjunction with the contractor. Business days and hours of operation shall be extended during the beginning of each semester, holidays, and to support special programs and events as necessary (e.g., Open Houses, Orientation, Athletic Events, etc.). Changes to the defined business days and hours of operation must be approved by USF. During all business days and hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstore adequately to provide the level of service required by USF.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

h. **Refund Policy.** The contractor’s refund policy shall be sensitive to the needs of USF Students and customers. The refund policy shall be mutually agreed upon by the University and the contractor.

i. **Bookstore Advisory Committee.** The contractor’s Bookstore Manager shall meet up to four times per year with the Bookstore Advisory Committee and the USF Auxiliary Contract Administration to review Bookstore operations and merchandise selection. The contractor’s Regional Manager shall attend at least one Bookstore Advisory Committee meeting per semester. Further, the contractor’s Bookstore Manager shall work cooperatively with the Committee, and with University Administration in the development and improvement of Bookstore programs, merchandise selection, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Committee and from the USF Auxiliary Contract Administration to improve the program, services, and policies. The Bookstore Manager or his/her designee are expected to meet periodically with deans, department heads, and other faculty members.

5.5 **Customer Service Submittal Requirements**

a. Acknowledge acceptance of USF’s Customer Service Program Requirements as described in Section 5.4 of the ITN.

b. **Customer Service.** Describe in detail how your company will provide excellent customer service at the Bookstore.

c. **Customer Feedback.** Describe the methods your company will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction. Describe how you will respond to customer feedback, including time required to respond.

d. **Customer Service Training.** Describe your customer service training program for Bookstore Staff.

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

5D. **Staffing / Personnel**

5.6 **Staffing / Personnel Requirements**

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

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

c. **Manager/Supervisors.** The Manager and Supervisors assigned to the Bookstores by the contractor must be approved in advance by the USF Auxiliary Contract Administration. The
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

Manager must be a full-time employee located at USF. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by USF. USF expects management continuity (i.e., limited turnover of the Manager) in order for the contractor to meet the expectations and requirements of USF. USF expects all absences of the Manager (i.e., vacation, sick time, off-site training, etc.) to be communicated to the USF Auxiliary Contract Manager in advance and expects that the Manager and Senior Level Supervisor will not be out of the Bookstores at the same time.

d. **Student Employees.** The contractor shall look to fill employment opportunities with students, when appropriate.

e. **Employee Conduct.** The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on USF’s premises, all employees, agents, and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from the University at the University’s request.

f. **Employment Laws.** The contractor shall comply with all State of Florida and federal employment requirements. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

g. **Background Checks.** The contractor shall assume all liability arising out of, and is solely responsible for, conducting background checks per USF specifications for all of the contractor’s employees, agents, or independent contractors.

5.7 **Staffing / Personnel Submittal Requirements**

a. Acknowledge acceptance of USF’s Staffing/Personnel Requirements as described in Section 5.6 of the ITN.

b. **Company Organization Chart.** Provide your company organization chart.

c. **Bookstore Organization Chart.** Provide your proposed organization chart, staffing plan, and reporting structure for the Bookstores on each campus. Please indicate full-time positions and part-time positions for the Bookstores on each campus.

d. Describe your:
   - Personnel policies
   - Hiring policies, including your company’s required qualifications for the Bookstore Manager
   - Background check program and policies
   - Compensation program, including incentive programs, etc.
   - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
   - Commitment to hire student employees
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

e. **Student Employment.** Describe your ability to provide employment opportunities for USF Students.

f. **Educational And Training Programs.** Describe your educational and training programs.

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

5E. **Course Materials**

5.8 **Course Materials Program Requirements**

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

b. **Agent For The Collection Of Course Materials Adoptions.** The contractor shall be the University’s agent for the collection and compilation of course materials adoptions and provide course materials to students at USF. The contractor shall provide course materials, including all required and/or recommended course materials and supplies, including textbooks, OER course materials, Inclusive Access/Course-Fee based materials, coursepacks, software, and materials published or distributed electronically. Only USF Faculty adopted required and/or recommended course materials will be allowed to be offered in the Bookstore and on the USF Bookstore Website.

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

d. **University Rights Re: Adoption Data.** Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by USF’s Faculty or Staff, is the property of the University. The contractor shall provide course materials adoption data and/or adoption forms to USF within twenty-four (24) hours of USF’s request for copies of such adoption data and/or adoption forms.

e. **Early Course Materials Adoptions.** The contractor, working with USF Faculty, shall make every effort to obtain early course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.

f. **Distance Learning/Online Courses.** The contractor shall provide course materials services for the University’s current or future distance learning/online courses and other programs, as desired by the University, including extension programs and the University’s dual enrollment program.

g. **Custom-Published Materials.** The contractor shall provide custom-published materials (i.e., coursepacks). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales. The contractor shall coordinate with the USF Library regarding custom-published materials.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

h. **Textbook Rental Program.** USF is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of textbook rentals for USF Students and shall provide a full-service textbook rental program at the Bookstore.

i. **Used Textbook Program.** USF is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of used textbooks for USF Students.

j. **Digital Course Materials/Innovative Course Materials Delivery Mechanisms.** The contractor shall provide a non-exclusive digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. The contractor shall work with the USF Auxiliary Contract Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms. It is the University’s hope that the selected contractor will bring value-added programs and services with respect to digital delivery and will provide USF with innovative options focused on course materials affordability for USF Students.

Throughout the contract, the University will continually evaluate digital delivery programs in the marketplace and maintain the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of the University. The University will only select alternate digital delivery programs if the contractor is unable to provide similar programs or if the contractor is unable to bring added value to such alternate programs.

k. **Open Educational Resources.** The contractor shall provide access to OER course materials to support academic programs as needed/required as well as accommodate the adoption of OER as requested by USF Faculty. OER course materials will also be provided to USF Students at no cost through the USF Library.

l. **Inclusive Access/Course Fee Program.** The contractor shall provide an Inclusive Access/Course Fee Program at USF, if required by the University. Inclusive Access/Course Fee Programs in the State of Florida must include the ability for students to “opt-in” to the Program.

m. **Executive MBA Program.** The contractor shall provide course materials (included as part of fees) for the Executive MBA Program and other similar programs as approved by the USF Auxiliary Contract Administration. The gross margin for Executive MBA Program course materials shall not exceed ten percent (10%), and these sales shall be non-commissionable. Course Materials Sales for the Executive MBA Program were approximately $55,000 in FY 2017.

n. **USF Textbook Affordability Project.** The contractor shall work collaboratively with USF to support the USF Textbook Affordability Project (TAP) initiative. Please refer to [http://tap.usf.edu](http://tap.usf.edu) for additional details.

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

p. **Students With Disabilities.** The contractor shall provide required course materials services to students with disabilities through collaboration with USF.
q. **HEOA/State Of Florida/Other Laws.** The contractor shall work with USF to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state of Florida, federal, and local laws, rules, and regulations pertaining to course materials, affordability, and other issues.

r. **Desk Copies.** The University prohibits the purchase and sale of complimentary/desk copies by the Bookstore.

s. **Buyback.** The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides. The wholesale buying guides used by the contractor must be approved by USF Auxiliary Contract Administration, and USF shall have the right to requires the contractor to utilize wholesale buying guides other than their own.

5.9 **Course Materials Submittal Requirements**

a. Acknowledge acceptance of USF’s Course Materials Program Requirements as described in Section 5.8 of the ITN.

b. **Course Materials Market Share.** Describe your company’s plan to develop and implement an active strategic plan to protect the Bookstore’s course materials market share. Include your plans to develop strong relationships with faculty, and market and promote course materials to students at each campus.

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

d. **Academic Programs.** Describe your plans to provide comprehensive course materials services to support specialized Academic Programs at USF.

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

f. **Digital Delivery.** Describe your company’s plans to effectively manage the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following:

   - A detailed description of your company’s plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management Systems, etc.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

g. **Open Educational Resources (OER).** Describe any value-added service that your company can provide with respect to Open Educational Resources (OER) and other low cost methods to deliver course materials to students and faculty.

h. **Textbook Rental Program.** Describe in detail the textbook rental program your company will provide.

i. **Used Textbook Program.** Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.

j. **Inclusive/Course Fee Model Program.** Provide a description of your company’s Inclusive/Course Fee Model Program, including the following:
   - Experience providing Inclusive/Course Fee Model Programs at other large, prestigious, public universities
   - Your company’s ability to provide favorable pricing for USF Students
   - Process and automation for tracking, billing, etc.
   - Process for “opt-in” options for students

k. **Executive MBA Program.** Acknowledge your company’s compliance with support of the Executive MBA Program requirements, per Section 5.8m. of the ITN.

l. **USF Textbook Affordability Project.** Acknowledge your company’s compliance with support of the TAP requirements, per Section 5.8n. of the ITN.

m. **Buyback.** Acknowledge your company’s compliance with the buyback requirements, per Section 5.8s. of the ITN. Provide additional details regarding your company’s buyback program.

n. **Distance Learning/Online Courses.** Describe your plan to provide comprehensive course materials services to support current and/or future distance learning/online courses.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

5F. Course Materials Affordability / Pricing Policies

5.10 Course Materials Affordability / Pricing Policies Program Requirements

a. **Course Materials Affordability.** USF is extremely committed to making course materials affordable to USF Students. The contractor’s course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Section 5.10b and c of the ITN. Creative course materials pricing policies and strategies that result in additional savings will be viewed favorably.

b. **Pricing Policies-Course Materials.** Gross profit margin shall be kept at a minimum but in no case shall it be higher than margins outlined below. Creative course materials pricing policies and strategies that result in additional savings will be viewed favorably. The contractor shall adhere to the following course materials pricing policy:

- "List-Priced" new textbooks shall be sold at no higher than list price.
- "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
- "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Course related-supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Digital course materials sold by publishers to the contractor at net-price shall be sold by the Bookstore at no higher than a twenty percent (20%) gross profit margin.
- Digital course materials sold by publishers to the contractor via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
  (Note: See definition of Pure Digital Course Materials, Section 5.27a of the ITN.)
- Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
- Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price, but in no instance, shall textbook rental titles be priced higher than 65% of the new textbook price.

c. **Inclusive/Course Fee Model Course Materials.** Inclusive/Course Fee Model Course Materials, if authorized by the University, shall be sold at no higher than a fifteen percent (15%) gross profit margin.

d. **Surcharges.** There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.  (i.e., Pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)

e. **University Audit Rights.** USF shall have the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

5.11 Course Materials Affordability / Pricing Policies Submittal Requirements

a. Acknowledge acceptance of USF’s Course Materials Affordability/Pricing Policies Program Requirements as described in Section 5.10 of the ITN.

b. Course Materials Pricing Strategies. Describe your plans to address the pricing concerns of students at USF. Include a detailed description of your company’s Price Match Guarantee Program, Price Comparison Software, dynamic pricing, or similar programs that your company will implement at the Bookstore in order to provide value, compete with online booksellers, and increase market share.

5G. Affordability Metrics

5.12 Affordability Metrics Reporting Requirements

a. Affordability Metrics. Contractors shall be required to establish and analyze metrics to evaluate course materials performance and its impact on student success.

b. Affordability Metrics Reporting. Upon request of the University, and at a minimum on a quarterly basis, the contractor shall submit a detailed Bookstore Affordability Metrics Report to USF. At a minimum, the Bookstore Affordability Metrics Report shall include reporting in the following areas:

- Textbook rental availability
- Used textbook availability
- Digital textbook availability
- Number of titles adopted
- Textbook sell-through
- Data re: course materials usage and student success
- Sales by dollars and units by course materials category
- Student savings by course materials category
- Other reports as requested by the University

5.13 Affordability Metrics Submittal Requirements

a. Acknowledge acceptance of USF’s Affordability Metrics Reporting Requirements as described in Section 5.12.

5H. General Merchandise Pricing Policies

5.14 General Merchandise Pricing Policies Program Requirements

a. Pricing Policy-General Books. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher’s list price, or if there is no list price, at prices competitive in the local area and competitive in the Bookstore industry.

b. Pricing Policy-General Merchandise. The contractor shall sell all other merchandise (e.g., clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the Bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points and value-price points.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

5.15 **General Merchandise Pricing Policies Submittal Requirements**

a. Acknowledge acceptance of USF’s General Merchandise Pricing Policies Program Requirements as described in Section 5.14 of the ITN.

b. Please describe your company’s value-price program and provide examples of value-priced merchandise.

5.16 **General Merchandise And Marketing Strategy Program Requirements**

a. **General Merchandise Selection.** The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer products, general books, reference books, novelty gifts, school supplies, art supplies, course related supplies, greeting cards, convenience items, health and beauty aids (HBA’s), Café services, special order services, graduation-related merchandise, and other services expected from a full-service Bookstore.

b. **Emblematic Clothing And Gifts.** The contractor shall promote and brand USF by offering a broad selection of emblematic clothing and gifts that comply with USF’s current and/or future licensing requirements, design guidelines, and requirements for branded products. The contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

c. **General Books/Reference.** The contractor shall provide a selection of general books and reference books, including a selection of general book Bestsellers.

d. **Course Related Supplies.** The contractor shall provide sufficient quantities of all course related supplies, including art supplies, medical supplies, and other supplies as requested by USF Faculty.

e. **New Product Lines.** The contractor shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, visitors, and the local community) and generate traffic into the Bookstore.

f. **Website/Social Media.** The contractor shall manage and operate a unique full-service Bookstore Website and unique social media program for the Bookstore. The website will feature a full range of emblematic merchandise and course materials. The contractor shall develop and implement a social media marketing and promotion strategy for the Bookstore. To the extent that the contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter, etc.) or integrates with University sites, the contractor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to University social media standards and practices.

g. **Graduation Merchandise.** The contractor shall offer graduation merchandise (e.g., announcements, diploma frames, regalia, rings etc.) in the Bookstore and at other locations as designated by USF during all Graduation ceremonies and at Graduation Fairs.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

h. **Licensing Program.** The contractor shall only purchase branded merchandise from vendors who adhere to current and/or future USF Licensing Program requirements. The Licensing Program is currently managed by IMG College Licensing Company. USF’s royalty fee is currently 12%. All requests for products/merchandise must go through the USF Communications and Marketing office.

i. **Vendor Code Of Conduct.** The contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

j. **Bookstore/USF Alumni Association Partnership.** The contractor shall collaborate with USF Alumni Association (USFAA) by participating in a partnership with USFAA as described in Section 2.13 of the ITN. The Bookstore’s partnership with the USF Alumni Association (USFAA) shall include the following:

- Sponsorship Fee of $15,000 annually (i.e., $10,000 payment and $5,000 in retail merchandise). The Alumni Office shall provide the Bookstore with an email mailing list of over 165,000 alumni. The Bookstore shall be allowed to send promotional messages to USF Alumni six (6) times per year.
- Class Ring commissions paid by the Bookstore to USFAA
- Regalia payment of $10.00 per unit. This shall be a pass-through cost. The contractor shall add the $10.00 cost to the price of the regalia.
- Alumni Discount of 15% on USF emblematic merchandise

k. **Bookstore/USF Athletics Collaboration.** The contractor shall work cooperatively with USF Athletics to carry merchandise from the official USF Athletics partner.

l. **USF Our Shirt Campaign.** USF’s Our Shirt Campaign is a student-led initiative dedicated to providing a visual representation of the collective ownership and pride felt by USF students and fans. The Our Shirt is worn by students and fans attending USF athletic events to send a clear message of unity and strength to our peers, our community and our opponents.

Every year, the Our Shirt is designed and chosen by students via popular vote during the spring Student Body General Elections (voting generally occurs during the spring semester). Student Government funds the procurement of the shirt at a cost of approximately $3.00 per shirt. In the spirit of partnership, the USF Bookstore sells the shirt on behalf of the students for approximately $5.00 per shirt with all profits being remitted back to USF’s Student Government.

5.17 **General Merchandise And Marketing Strategy Submittal Requirements**

a. Acknowledge acceptance of USF’s General Merchandise And Marketing Strategy Program Requirements as described in Section 5.16 of the ITN.

b. **Emblematic/Logo Merchandise Sales.** Provide a detailed description of your plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore Website.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

c. **General/Reference Books.** Provide a detailed description of your plans to provide a selection of general books and reference books, including a selection of general book Bestsellers and your plan to ensure that the general book program supports the academic excellence of USF.

d. **Course Related Supplies.** Provide a detailed description of your plans to provide sufficient quantities of all course related supplies.

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

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

g. **Graduation Merchandise.** Describe your plan to offer graduation merchandise (e.g., announcements, diploma frames, regalia, rings, etc.) in the Bookstore and at other locations as designated by USF during Graduation and at Graduation Fairs.

h. **Bookstore/USFAA Alumni Partnership.** Acknowledge acceptance of USF’s Bookstore/USFAA Alumni Partnership Program Requirements as described in Section 5.16j of the ITN and provide your company’s experience partnering with Alumni Associations.

i. **Bookstore/USF Athletics Collaboration.** Acknowledge acceptance of USF’s Bookstore/USF Athletics Collaboration Requirements as described in Section 5.16k of the ITN and provide your company’s experience partnering with Athletics Departments.

### 5J. Café Services

#### 5.18 Café Services Program Requirements

a. **Café Services.** The contractor shall provide USF with the following Café services:

   - USF Bookstore Tampa: Full-service Café services
   - USF Bookstore St. Petersburg: Full-service Café services

b. **Café Services Products.** Café Services products shall include snack foods, healthy options, beverages, and grab-and-go items. The contractor shall abide by USF’s exclusive agreements (e.g., pouring rights agreements, food service operations agreements, official Athletics footwear and apparel provider, etc.). All products sold in the Café need prior approval by the USF Auxiliary Contract Administration.

#### 5.19 Café Services Submittal Requirements

a. Acknowledge acceptance of USF’s Café Services Program Requirements as described in Section 5.18.

b. **Café Services.** Provide a detailed description of your plans to provide Café Services in each of the USF Bookstores, as described in Section 5.18a of the ITN.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

5K. Facility

5.20 Bookstore Location Facility Requirements

a. USF Bookstore Tampa. The USF Bookstore, located on the Tampa Campus, will remain in its current location adjacent to the Marshall Student Center, consisting of approximately 37,315 square feet.

b. USF Health Bookstore, Tampa. The USF Health Bookstore, located in the main building of the Health Science District on the Tampa Campus, will remain in its current location, consisting of approximately 3,538 square feet through June 30, 2018.

It is the University’s intent to open a Bookstore in the WELL in 2019. The approximate square footage for the Bookstore in the WELL will be 1,500 square feet.

The contractor will be expected to work with the University to provide Bookstore planning and design services for the WELL Bookstore and will be expected to open the WELL Bookstore by 2019.

For additional information regarding the WELL please see http://health.USF.edu/well/.

c. USF Health Center Pop-up Store/Kiosk, Morsani College of Medicine. USF Health is opening the USF Health Morsani College of Medicine in downtown Tampa in late 2019.

The contractor will be expected to provide a Pop-up Store/Kiosk for the USF Health Morsani College of Medicine. The approximate square footage for the Pop-up Store/Kiosk at the Morsani College of Medicine will be 600 square feet.

The contractor will be expected to work with the University to provide planning and design services for the Morsani College of Medicine Pop-up Store/Kiosk and will be expected to be operational by late 2019.

d. USF Bookstore St. Petersburg. The USF Bookstore, located on the St. Petersburg Campus, will remain in its current location on 500 3rd Street S, consisting of approximately 13,012 square feet. The Bookstore serves the USF St. Petersburg campus and local communities.

e. USF Bookstore Sarasota-Manatee and New College of Florida. The USF Bookstore, Sarasota, Manatee and New College of Florida, located at 6301 North Tamiami Trail, Sarasota, FL will remain in its current location, consisting of approximately 3,245 square feet. The Bookstore serves USF Sarasota-Manatee and the New College of Florida.

In addition, the Bookstore operates a Kiosk in the Student Commons at USF, Sarasota-Manatee.

(See “Facility Floor Plans,” Attachment C.)

5.21 Facility Plan Submittal Requirements

a. Facility Plans. Contractors are required to submit proposed facility plans to provide state-of-the-art Bookstore facilities as part of their response to this ITN.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

b. Facility Plans-USF Bookstore Tampa. Contractors are required to provide facility plans to maintain a state-of-the-art USF Bookstore facility on the Tampa Campus. As part of the Facility Plans, contractors are encouraged to submit plans that engage the retail space on all levels of the Bookstore. The Bookstore was recently renovated and the contractor will be required to provide a state-of-the-art facility throughout the contract.

c. Facility Plans-USF Health Bookstore-Tampa. Contractors are required to provide facility plans to provide a state-of-the-art Bookstore facility in the WELL. The plan is to open the USF Health Bookstore in the WELL in Fall 2019.

d. Facility Plans-USF Health Pop-up Store/Kiosk, Morsani College of Medicine. Contractors are required to provide facility plans to provide a Pop-up Store/Kiosk at the USF Morsani College of Medicine. The Pop-up Store/Kiosk is expected to be operational by late 2019.

e. Facility Plans-USF Bookstore, St. Petersburg. Contractors are required to provide facility plans to provide a state-of-the-art Bookstore facility at the St. Petersburg Campus. Facility renovations are estimated to take place in Fall 2018.

f. Facility Plans-USF Bookstore, Sarasota-Manatee and New College of Florida. Contractors are required to provide facility plans to provide a state-of-the-art Bookstore facility.

The proposed facility plans, for both current locations as well as future locations, should reflect USF’s desire to provide state-of-the-art Bookstore facilities that will improve customer satisfaction and reflect a retail-of-the-future facility. Contractors are encouraged to be creative with respect to their plans for the facilities.

5L. Facility Investment

5.22 Facility Investment Requirements

a. Ownership Of Facility Investments And Fixtures. All capital investments and fixtures in the Bookstore facilities shall become the property of USF at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, is terminated by USF without cause, as outlined in Section 7.2b prior to the capital investment being fully depreciated, then USF will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facilities, and all capital investments and fixtures shall become the property of USF. If the contract is terminated for cause as outlined in Section 7.2a or for bankruptcy as outlined in Section 7.2c, USF shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of USF.

b. Depreciation. The capital investment made by the contractor in the Bookstore facilities shall be depreciated on a straight-line basis from the time period beginning when the Facility Investment is made and ending (fully depreciated) no later than June 30, 2023. The University shall have no payback obligation beyond June 30, 2023.

c. University Approvals. The facility investments for the Bookstores must meet USF standards; must be approved in advance by USF; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with USF. Any third-party contractor used by the contractor to assist with making facility improvements must be approved in advance by USF and must comply with all USF policies and procedures.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

d. **Accounting Of Facility Investments.** The contractor shall provide USF with a full accounting of its facility investments, including copies of invoices paid to vendors for the facility investments. Copies of invoices shall be provided to USF within sixty days of completion of the facility investments, or earlier if requested by USF.

e. **Equal Opportunity Employer/Minority Business Enterprise (MBE).** The contractor shall make a good faith effort to use the services or commodities of MBEs in carrying out its obligations (see Section 9.41).

f. **Investment Difference.** If the actual amount spent by the contractor on the facility investments is less than the amount offered in the contractor’s Proposal, the contractor shall pay USF the difference between the actual amount spent and the amount offered, payable upon completion of the improvements, as requested by USF. If the actual amount spent by the contractor on the facility investments is more than the amount offered in the contractor’s Proposal, the contractor shall be solely responsible for all costs necessary to complete the facility improvements.

g. **Design Fees.** All Bookstore design fees and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor’s operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

h. **Signage/Window Usage.** Any proposed exterior signage, banners, window usage, etc., must be approved by USF.

i. **Timing Of Facility Investment.** The timing of the facility investment shall be determined by USF in cooperation with the contractor.

5.23 **Facility Investment Submittal Requirements**

a. Acknowledge acceptance of USF’s Facility Investment Requirements as described in Section 5.22 of the ITN.

b. **USF Bookstore-Facility Investment.** Describe your total Facility Investment to maintain state-of-the-art Bookstore facilities, as described in Sections 5.20 and 5.21 of the ITN.

USF will ultimately determine how the Facility Investment will be allocated; however, contractors are encouraged to include a breakdown of recommended Facility Investments for each Bookstore.

*(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)*

*(Note: The capital investment in the facilities must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)*
5M. Financial Reporting

5.24 Financial Reporting Requirements

a. **Monthly Reporting.** On a monthly basis, the contractor shall submit a detailed sales report to USF, including total sales, website sales, sales by category/department, and non-commissionable sales (with supporting documentation) for the Bookstore. Additional supporting documentation for non-commissionable sales must be provided by the contractor to the University within 48 hours of the University’s request.

b. **Annual Reporting.** On an annual basis, or as requested, the contractor shall submit a detailed Bookstore financial statement to USF. At a minimum, the Bookstore financial statement shall include the following:

- Sales by Category/Department including commissionable and non-commissionable sales (consolidated and for each location)
- Total Sales (consolidated and for each location)
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
- Commission Paid to USF
- Profit/Loss
- Dollar Amount of "Retail Textbook Buyback"
- Dollar Amount of "Wholesale Textbook Buyback"
- Course Materials Units Sold By Department
- Number of Website Orders
- Website/E-Commerce Sales (by category/department)
- Diverse Business Utilization Reporting, (quarterly, or as requested by the University)
- Unrelated Business Income (UBI) reporting by products/categories, as needed

c. **Additional Reports.** The contractor shall provide additional reports as requested by USF (e.g., customer counts, flash sales reports, game day reports, unit sales, transaction size, etc.).

d. **Reporting Requirements.** All reporting shall be based on USF’s contract year (7/1 through 6/30) and shall be in an electronic format acceptable to USF.

e. **Contractor’s Financial Statement.** The contractor, at its expense, shall provide USF with a copy of its audited company financial statement on an annual basis within ninety (90) days of the end of the contractor’s fiscal year.

f. **Audit Rights.** USF reserves the right to audit all or any components of the contract between the University and the successful contractor.

5.25 Financial Reporting Submittal Requirements

a. Acknowledge acceptance of USF’s Financial Reporting Requirements as described in Section 5.24 of the ITN.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

5N. Financial Projections

5.26 Financial Projections Submittal Requirements

a. Financial Projections. Provide financial projections for the first five (5) years of operation of the Bookstore. Projections must include the following:

- Sales by Category/Department (consolidated and for each location)-e.g., new textbooks, used textbooks, rental textbooks, digital textbooks, emblematic clothing, emblematic gifts, school supplies, etc.
- Total Sales (consolidated and for each location)
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
- Commission to USF
- Profit/Loss
- Website/E-Commerce Sales

(Note: Contractors are required to submit a response to 5.26a.)

5O. Financial Proposal

5.27 Financial Proposal Requirements

One of the goals of USF is to maximize the Bookstore’s financial return by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to USF will be comprised of the following components:

- Financial Return (see Section 5.27a)
- Signing Bonus (see Section 5.27b)
- Additional Financial Incentives (see Section 5.27c)

a. Financial Return. Describe the financial return your company will remit for the operation of the Bookstore, including the following:

- The minimum annual guarantee
- The commission schedule expressed as a percentage of Course Materials Commissionable Sales (see definition, below)
- The commission schedule expressed as a percentage of Inclusive Access/Course Fee Model Commissionable Sales (see definition, below)
- The commission schedule expressed as a percentage of Pure Digital Course Materials Sales (see definition, below)
- The commission schedule expressed as a percentage of General Merchandise Commissionable Sales (see definition, next page)

USF’s requirements pertaining to the contractor’s financial return are as follows:
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

- "Course Materials Gross Sales" shall be defined as all course materials sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any course materials product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all course materials orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the Bookstore Website, or elsewhere.

- "Course Materials Commissionable Sales" shall be defined as Course Materials Gross Sales less:
  - Voids
  - Customer refunds
  - Handling fees associated with the non-return of textbook rentals
  - Discounts (provided that the discount amount thereof was included in Gross Sales)
  - Sales tax paid by the contractor to any government agency which was collected from customers

- "Inclusive Access/Course Fee Model Commissionable Sales" shall be defined as Inclusive Access/Course Fee Model Sales less:
  - Customer refunds
  - Sales Tax

- "Pure Digital Course Materials" shall be defined as digital-only content that is adopted by USF Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of Course Materials adopted by USF Faculty that include physical content and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Materials with a gross margin exceeding 20% shall be included in the calculation of Course Materials Commissionable Sales for the full commission rates.

- "General Merchandise Gross Sales" shall be defined as all general merchandise sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any general merchandise product or service offered by the Bookstore. This includes all general merchandise orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the Bookstore Website, or elsewhere. General Merchandise Gross Sales shall include any commissions received by the contractor from general merchandise products sold by the contractor, and general merchandise commissions received by the contractor for authorized sales by other companies or organizations on the Bookstore Website.

- "General Merchandise Commissionable Sales" shall be defined as General Merchandise Gross Sales less:
  - Voids
  - Customer refunds
  - Discounted sales to authorized University Departments
  - Discounts (provided that the discount amount thereof was included in Gross Sales)
  - Sales tax paid by the contractor to any government agency which was collected from customers
  - Computer hardware sales
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

- Sales made at no margin by the contractor at the request of the University

  • The contractor shall pay USF the greater of (i) the Minimum Annual Guarantee or (ii) the sum of commission as a percentage of Course Materials Commissionable Sales, plus commission as a percent of Pure Digital Course Materials Sales, plus commission as a percent of General Merchandise Commissionable Sales.

  • Payments shall be made to USF based on the Bookstore’s Commissionable Sales on a monthly basis via electronic funds transfer (EFT). USF shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by USF, payment of any amount due in excess of payments already received shall be made annually within thirty (30) days following the end of each contract year.

  • The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.

  • The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized USF representatives.

b. Signing Bonus. Provide the Signing Bonus that your company will provide to USF for the operation of the Bookstore.

c. Additional Financial Incentives. Describe each type of additional financial incentive that your company will provide along with the corresponding amount for each incentive (e.g., Textbook Scholarships, General Scholarships, etc.).

(Note: In addition, contractors are required to complete the Lot 1: Full-Service Bookstore Financial Bid Form, Attachment A.)

5.28 Financial Proposal Submittal Requirements

a. Acknowledge acceptance of USF’s Financial Proposal Requirements as described in Section 5.27 of the ITN.

b. Financial Proposal. Submit your company’s Financial Proposal in response to 5.27a, 5.27b, and 5.27c.

5P. Technology / Website Program

5.29 Technology / Website Program Requirements

a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., Bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service.

(Note: USF will not buy out the un-depreciated portion of the contractor’s technology investment at the termination, expiration, or non-renewal of the contract.)

b. Technology Integration. The contractor’s systems shall have the ability to interface, at the contractor’s sole expense, with current or future University systems. The University’s current Student Information System is Banner and current Learning Management System is Canvas.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

c. **Website And Mobile Technology.** The contractor shall manage and operate a unique, full-service Bookstore Website. The website must be responsive (mobile friendly) and meet Federal accessibility guidelines. The website shall also conform to USF design guidelines and link to and from USF’s Website. The website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Website, including products sold (whether by the contractor or by a third-party vendor), link to and/or from the Bookstore Website, and advertising accepted, shall require USF’s prior written approval. Third-party vendors on the website must be pre-approved by USF Auxiliary Contract Administration. The contractor shall make reasonable efforts, working with USF Information Technology, to incorporate online Bookstore functionality and features into the official USF mobile app (MyUSF Mobile).

d. **USF Card/Bull Bucks.** The contractor shall accept any current and/or future declining balance program (USF Card/Bull Bucks) as a tender type, which includes, at the contractor’s sole expense, integration with the USF Card and Bull Bucks systems and processing of financial aid transactions.

e. **USF Dining Dollars.** The contractor shall be expected to work cooperatively with the University’s food service operator, currently Aramark, to accept USF’s Dining Dollars in the USF Bookstore Café and Convenience Store.

f. **PCI Compliance.** To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standards. The contractor must provide a statement acknowledging they are in PCI Compliance and continue to provide any PCI Certification documentation that may be required annually. All credit card processing including through a 3rd party and must be encrypted.

g. **Europay, Mastercard, And Visa (EMV) Compliance.** The contractor shall ensure that all transaction terminals in the Bookstore are compliant with current EMV standards for authorizing credit and debit card transactions.

h. **FERPA Compliance.** The contractor must be FERPA compliant and must adhere to all University policies regarding FERPA.

i. **Customer Data.** Customer data shall not be shared or sold by the contractor without the express written approval of the customer.

The contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within 24 hours of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The contractor’s report to the University shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the University. The above provisions shall be extended by contract to all
subcontractors used by the contractor who are provided access to customer data by the contractor.

The contractor is responsible for any and all financial costs, including, but not limited to, court costs, legal fees, settlement fees and penalties associated with a customer data breach that is the result of the contractor’s neglect or improper management of customer data.

All customer data must be kept confidential and shall not be shared or sold by the contractor without the express written approval of the customer.

5.30 **Technology / Website Submittal Requirements**

a. Acknowledge acceptance of USF’s Technology/Website Program Requirements as described in Section 5.29 of the ITN.

b. **Technology Plans.** Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit USF and the Bookstore.

c. **Website/E-Commerce Plans.** Include a detailed description of your plans to offer the following:

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

d. **USF Dining Dollars.** Acknowledge acceptance of USF’s Dining Dollars Requirements as described in Section 5.29e of the ITN, and describe your company’s experience working with food service providers to accept Dining Dollars in the Bookstore.

e. **Technology Investment.** Include your estimated capital investment for technology/automation in the Bookstore (excluding website development costs) and a timeline for your automation plans. Include your company’s plan for integration with the University’s systems.

   (Note: USF will not buy out the undepreciated portion of the contractor’s technology investment at the expiration, termination, or non-renewal of the contract.)

   *(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)*
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

5Q. Tender Types / Discounts / Athletic Scholarships

5.31 Tender Types / Discounts / Athletic Scholarship Program Requirements

a. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, the USF Card/Bull Buck$, Bookstore gift cards, bank debit cards, mobile payment, department charges, student charges, scholarship charges/vouchers, third-party agency charges/vouchers, and financial aid account charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.

b. USF Card/Bull Buck$. The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept any current or future USF Card/Bull Buck$ utilized by USF at the Bookstore. The contractor shall be required to pay an annual connection and integration fee, which is approximately $1,500 annually.

c. Department Charges. USF Departments shall be allowed to charge department purchases at the Bookstore. Department purchases shall receive a minimum of a 10% discount.

d. Faculty/Staff Discounts. USF Faculty and Staff shall receive a 20% discount at special events sponsored by the Bookstore.

e. USF Alumni Discounts. USF Alumni shall receive a 15% discount on Bookstore purchases (excluding purchases from the Cafés).

f. Gift Certificates/Gift Cards. The contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract).

g. USF Student Athletes. The contractor shall work closely with the Athletic Department to facilitate the logistics of providing course materials to USF Student Athletes.

5.32 Tender Types / Discounts / Athletic Scholarships Submittal Requirements

a. Acknowledge acceptance of USF’s Tender Types/Discounts/Athletic Scholarships Program Requirements as described in Section 5.31 of the ITN.

5R. Miscellaneous Obligations

5.33 University Obligations Requirements

a. University Obligations. USF shall provide the contractor with the following:

• Bookstore, offices, and storage space as described in Sections 2.7 and 5.20 of this ITN
• Access to campus web services, campus telephone services, cable television, security systems, and voice answering system at the standard University rate
• Campus Security service for the Bookstores provided by the University in the same manner provided for other University buildings
Contractor Obligations Requirements

Contractor Obligations. The contractor shall provide the following as part of its management and operation of the Bookstore:

- Vehicles. The contractor shall provide vehicle(s) necessary (if any) for the operation of the Bookstore. The contractor shall ensure that any person that will drive on University property has a valid Florida Driver’s license appropriate to the vehicle being driven.
- Trash Removal/Recycling-USF Bookstore Tampa. The contractor shall be responsible for all associated trash removal and recycling expenses as described in Section 5.21 of the ITN. Current expenses for trash removal and recycling are approximately $1,000 each month (i.e., $500 trash removal and $500 recycling), for an annual expense of approximately $12,000.
- Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of USF) the interior of the Bookstores, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
- Repairs. The contractor shall be responsible for repairs to the interior of the Bookstores, excluding any major structural/building repairs (i.e., roof, HVAC, etc.).
- Emergency Key. The contractor shall supply an emergency key to be left with the USF Police Department.
- Internal Security. The contractor shall collaborate with the USF Police Department and USF Auxiliary Contract Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The contractor's first point of contact with regard to security and safety issues for the Bookstore shall be the USF Police Department.

Miscellaneous Submittal Requirements

Acknowledge acceptance of USF’s Miscellaneous Obligations Requirements as described in Sections 5.33 and 5.34 of the ITN.

Transition Plan. Describe your Transition Plan, including the following:

- Timeline and dates
- Required or assumed USF resources

Additional Information. Provide USF with additional information you feel is pertinent.

Exceptions To ITN

Exceptions To ITN Submittal Requirements

Identify any exceptions to the ITN that are included in your Proposal.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

SECTION 6:
LOT 2: ATHLETIC SERVICES PROGRAM REQUIREMENTS / PROPOSAL SUBMITTAL REQUIREMENTS

(Note: To simplify the University of South Florida's review process, the format for all Proposals must be consistent with the information requested in the Submittal Requirements of this Section.)

This Section is for Lot 2: Athletic Services Program and Submittal Requirements. Contractors are required to respond to all Submittal Requirements included in this Section.

USF Athletics Services include the following entities:

- Bulls’ Team Store located in the Sun Dome on the Tampa Campus
- USF Football Game Day Operations at Raymond James Stadium
- Game Day Operations at athletic events as defined by the University
- Support of special events as defined by the University (e.g., championship games, post season events, bowl games, tournaments, Fan Fest, donor events, etc.)
- USF Athletics E-Commerce

6A. Company History, Background, And References

6.1 Company History, Background, And References Submittal Requirements

a. Company Background. Provide your qualifications and experience in managing athletic/team stores. Describe your company’s experience serving large, prestigious, public universities with Division I Athletic Programs.

b. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for retail services for Athletic Programs. Identify at least five (5) clients with e-commerce services similar in nature to the USF Athletics e-commerce team store, and with retail services similar in nature to the USF Bulls’ Team Store.

c. Financial Statements. Include your company’s audited financial statements for the past two (2) years, along with your company’s Standard & Poor’s or Dun & Bradstreet rating.

6B. Operations

6.2 Operations Program Requirements

a. USF Bulls’ Team Store. The name of the operation shall be the “USF Bulls’ Team Store,” or another name that is mutually agreed upon. Any current or future names will remain the property of USF.

b. Contractor Duties/Responsibilities. The contractor shall operate the Team Store on its own credit and shall furnish at its own expense, all merchandise, equipment, vehicles, labor, supplies, and services required to perform its duties and responsibilities as required by USF.

c. Products And Services. The contractor shall provide USF with a comprehensive selection of emblematic clothing, emblematic gifts, game day products, spirit products, and other services
expected from a full-service Team Store. **USF strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the USF community and generate traffic into the Team Store.**

d. **Right To Operate Bulls’ Team Store.** The contractor shall have the right to operate the Bulls’ Team Store serving the USF community. However, the USF Auxiliary Contract Administration may authorize the sale of certain items by approved vendors, student groups, and other USF organizations.

e. **University Authority Re: Product Offerings.** The contractor shall withdraw from display or sale, any item or items, which USF requests not be displayed or sold. The contractor shall abide by USF’s exclusive agreements (e.g., pouring rights agreements, food service operations agreements, official Athletics footwear and apparel provider, etc.).

f. **Locations/Programs.** The contractor shall manage and operate the following Athletic Services locations and programs:

- Bulls’ Team Store located in the Sun Dome on the Tampa Campus
- USF Football Game Day Operations at Raymond James Stadium
- Game Day Operations at athletic events as defined by the University, including but not limited to, all baseball, softball, men’s soccer, and women’s soccer games
- Support of special events at as defined by the University (e.g., championship games, post season events, bowl games, tournaments, etc.)
- USF Athletics E-Commerce

g. **Game Day Store.** The contractor shall manage and operate a Game Day Store at all home men’s football games at the Raymond James Stadium. The University shall provide secured space to the contractor for the Game Day Store.

h. **Athletic Event Sales.** The contractor shall sell emblematic merchandise at a minimum of one hundred and twenty-five (125) athletic events (excluding men’s football games). Specific athletic events will be mutually agreed upon each year between the contractor and USF Athletics.

i. **University Rights Re: Team Store Facility.** USF shall have the right to add, remove, or modify the size of the Team Store facility if USF deems such additions, removals, or modifications to be in the best interest of the University.

j. **Fixtures/Equipment For Special Events.** The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special athletic events on campus to capitalize on sales opportunities.

k. **E-Commerce Website/Social Media.** The contractor shall manage and operate a unique full-service Athletics E-Commerce Website that specializes in licensed sports merchandise and apparel as well as manage a unique Team Store social media program.

l. **Trash Removal/Recycling.** Bulls’ Team Store trash removal and recycling shall be the contractors’ responsibility. The contractor shall utilize Republic Waste Services of Tampa, the vendor currently serving USF and shall be responsible for all associated trash removal and recycling expenses.
m. **Environmental/Sustainability Practices.** The contractor shall utilize environmentally friendly practices in its operation of the Team Store and shall abide by all University environmental/sustainability practices.

n. **Reporting Requirement.** The contractor shall report to USF’s Office of Auxiliary Services, in the Division of Business and Finance, for matters pertaining to the contract. The contractor’s Regional Manager will meet with USF’s Associate Director, Auxiliary Contract Administration, or designee on a quarterly basis, at a minimum, to review performance.

o. **Licensing, Permits, Taxes.** The contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

6.3 **Operations Submittal Requirements**

a. Acknowledge acceptance of USF’s Operations Program Requirements as described in Section 6.2 of the ITN.

b. **Operations/Management Plan.** Describe your operations/management plan for the USF Bulls’ Team Store and Athletics Services described in Section 6.2 of the ITN.

6C. **Customer Service**

6.4 **Customer Service Program Requirements**

a. **Customer Service Expectations.** The contractor shall provide excellent customer service at the Bulls’ Team Store.

b. **Nametags/Identification Tags.** The contractor shall ensure that all Bulls’ Team Store employees wear nametags/identification tags and/or uniforms, at the request of USF.

c. **Image Of The Bulls’ Team Store.** The contractor shall operate the Bulls’ Team Store in a manner that reflects the image and reputation, and supports the mission of USF. The contractor shall take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of USF Athletics, and, where and when appropriate, create temporary selling points at various sites around campus in connection with special athletic events and programs.

d. **Customer Feedback.** The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the USF Auxiliary Contract Administration for evaluation and input.

e. **Business Days/Hours Of Operation.** Business days and hours of operation shall be defined by USF in conjunction with the contractor. Business days and hours of operation shall be extended during the beginning of each semester, holidays, and to support special programs
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

and campus events as necessary (e.g., Athletic Events, Championship Events, Graduation, etc.). Changes to the defined business days and hours of operation must be approved by USF. During all business days and hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bulls’ Team Store adequately to provide the level of service required by USF.

f. **Refund Policy.** The contractor’s refund policy shall be sensitive to the needs of USF Students and customers. The refund policy shall be mutually agreed upon by the University and the contractor.

6.5 **Customer Service Submittal Requirements**

a. **Acknowledge acceptance of USF’s Customer Service Program Requirements** as described in Section 6.4 of the ITN.

b. **Customer Service.** Describe in detail how your company will provide excellent customer service at the Bulls’ Team Store.

c. **Customer Feedback.** Describe the methods your company will use to obtain regular feedback from Team Store customers to ensure a high level of customer satisfaction. Describe how you will respond to customer feedback, including time required to respond.

d. **Customer Service Training.** Describe your customer service training program for the Bulls’ Team Store Staff.

6D. **Staffing / Personnel**

6.6 **Staffing / Personnel Requirements**

a. **Staffing.** The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the Bulls’ Team Store in accordance with the requirements established by USF.

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

c. **Manager/Supervisors.** The Manager and Supervisors assigned to the Bulls’ Team Store by the contractor must be approved in advance by the USF Auxiliary Contract Administration. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by USF. USF expects management continuity (i.e., limited turnover of the Manager) in order for the contractor to meet the expectations and requirements of USF. USF expects all absences of the Manager (i.e., vacation, sick time, off-site training, etc.) to be communicated to the USF Auxiliary Contract Manager in advance and expects that the Manager and Senior Level Supervisor will not be out of the Bulls’ Team Store at the same time.

d. **Employee Conduct.** The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on USF’s premises, all
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

employees, agents, and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from the University at the University’s request.

e. **Employment Laws.** The contractor shall comply with all State of Florida and federal employment requirements. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

f. **Background Checks.** The contractor shall assume all liability arising out of, and is solely responsible for, conducting background checks per USF specifications for all of the contractor’s employees, agents, or independent contractors.

6.7 **Staffing / Personnel Submittal Requirements**

a. Acknowledge acceptance of USF’s Staffing/Personnel Requirements as described in Section 6.6 of the ITN.

b. **Company Organization Chart.** Provide your company organization chart.

c. **Team Store Organization Chart.** Provide your proposed organization chart, staffing plan, and reporting structure for the Bulls’ Team Store.

d. Describe your:

   • Personnel policies
   • Hiring policies, including your company’s required qualifications for the Team Store Manager
   • Background check program and policies
   • Compensation program, including incentive programs, etc.
   • Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
   • Commitment to hire student employees

e. **Educational And Training Programs.** Describe your educational and training programs.

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

6E. **General Merchandise Pricing Policies**

6.8 **General Merchandise Pricing Policies Program Requirements**

a. **Pricing Policy-General Merchandise.** The contractor shall sell all general merchandise (e.g., emblematic clothing, emblematic gifts, game day products, spirit products, etc.) at prices competitive in the local area and competitive in the athletic product industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points and value-price points.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

6.9 **General Merchandise Pricing Policies Submittal Requirements**

a. Acknowledge acceptance of USF’s General Merchandise Pricing Policies Program Requirements as described in Section 6.8 of the ITN.

b. Please describe your company’s value-price program and provide examples of value-priced merchandise.

6F. **General Merchandise And Marketing Strategy**

6.10 **General Merchandise And Marketing Strategy Program Requirements**

a. **General Merchandise Selection.** The contractor shall provide a full range of emblematic clothing, emblematic gifts, game day products, spirit products, and other services expected from a full-service Team Store.

b. **Emblematic Clothing And Gifts.** The contractor shall promote and brand USF by offering a broad selection of emblematic clothing and gifts that comply with USF’s current and/or future licensing requirements, design guidelines, and requirements for branded products. The contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

c. **New Product Lines.** The contractor shall continually expand and introduce new product lines that appeal to customers (e.g., students, fans, visitors, faculty, staff, and alumni, and the local community) and generate traffic into the Team Store.

d. **Website/Social Media.** The contractor shall manage and operate a unique full-service Athletics Website and unique social media program for the Team Store. The website will feature a full range of emblematic merchandise, game day products, and spirit products. The contractor shall develop and implement a social media marketing and promotion strategy for the Team Store. To the extent that the contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter, etc.) or integrates with University sites, the contractor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to University social media standards and practices.

e. **Athletic Event/Game Day Store Sales.** The contractor shall sell merchandise at Athletic Events and at the Game Day Store as requested by the University and as described in Sections 6.2g and 6.2h of the ITN.

f. **“Hot Market”/Unplanned Sales Events.** The contractor shall sell merchandise in response to “Hot Market”/Unplanned Sales Events, including but not limited to, championship events, team setting NCAA records, and viral concept trends of interest to fans.

g. **Licensing Program.** The contractor shall only purchase branded merchandise from vendors who adhere to current and/or future USF Licensing Program requirements. The Licensing Program is currently managed by IMG College Licensing Company. USF’s royalty fee is 12%. All requests for products/merchandise must go through the USF Communications and Marketing office, via the IMG College Licensing Company portal.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

h. **Vendor Code Of Conduct.** The contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

i. **USF Season Ticket Holder Gifts.** The contractor shall provide USF Athletics with one item per year (approximate quantity of 5,000) at cost or at the contractor’s full or partial expense for the purpose of a Season Ticket holder gift for football, basketball, and women’s basketball Season Ticket holders. Support of the Season Ticket Holder Gift program will be viewed favorably by USF.

j. **USF Athletics Giveaways.** The contractor shall work cooperatively with USF Athletics to source products for purposes of promotional giveaways at sporting and fan events.

k. **USF Athletics Vendors.** The contractor shall use USF Athletics specified vendors where applicable and shall support any and all official USF Athletics suppliers (currently Adidas), products, and marketing initiatives.

6.11 **General Merchandise And Marketing Strategy Submittal Requirements**

a. Acknowledge acceptance of USF’s General Merchandise And Marketing Strategy Program Requirements as described in Section 6.10 of the ITN.

b. **Emblematic/Logo Merchandise Sales.** Provide a detailed description of your plan to increase sales of emblematic clothing, emblematic gifts, game day products, and spirit products to students, fans, visitors, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Athletics Website.

c. **New Product Lines.** Describe your plans for new or expanded product lines and/or services to be offered at the Team Store, including an emphasis on product lines and/or services that will meet the needs of students, fans, visitors, faculty, staff, and alumni.

d. **Marketing/Advertising/Social Media Plan.** Describe your marketing, advertising, and social media plan for the Team Store.

e. **“Hot Market”/Unplanned Sales Events.** Acknowledge acceptance of USF’s “Hot Market”/Unplanned Sales Events Program Requirements as described in Section 6.10f of the ITN and describe your company’s experience supporting these types of events.

f. **USF Season Ticket Holder Gifts.** Acknowledge acceptance of USF’s Season Ticket Holder Gifts Program Requirements as described in Section 6.10i.

6G. **Facility**

6.12 **Team Store Location Facility Requirements**

a. **USF Bulls’ Team Store.** The USF Team Store, located in the Sun Dome on the Tampa Campus, will remain in its current location, consisting of approximately 2,677 square feet.

(See “Facility Floor Plans,” Attachment C.)
b. **Game Day Store.** USF Game Day facilities, including but not limited to, kiosks and trailers located both inside and outside Raymond James Stadium, shall be provided at the sole expense of the contractor.

c. **Baseball/Softball Games.** USF Game Day Facilities including kiosks of approximately 150 square feet to accommodate sales at the USF Baseball and Softball Stadiums for approximately 60 baseball and softball games (combined), shall be provided at the sole expense of the contractor.

d. **Men’s And Women’s Soccer Games.** Trailer to accommodate sales at men’s and women’s soccer games, shall be provided at the sole expense of the contractor.

e. **Special Events.** Facilities, as needed, to accommodate sales at special events as defined by USF Athletics, shall be provided at the sole expense of the contractor.

6.13 **Facility Plan Submittal Requirements**

a. **Facility Plans-USF Team Store.** Contractors are required to provide facility plans to provide a state-of-the-art USF Bulls’ Team Store facility in the Sun Dome on the Tampa Campus.

The proposed facility plan should reflect USF’s desire to provide a state-of-the-art Bulls’ Team Store that will improve customer satisfaction and reflect a retail-of-the-future facility. Contractors are encouraged to be creative with respect to their plans for the facility.

b. **Facility Plans-Other.** Please describe your company’s plans to accommodate sales at athletic events as described in Section 6.12 of the ITN.

6H. **Facility Investment**

6.14 **Facility Investment Requirements**

a. **Ownership Of Facility Investment And Fixtures.** All capital investments and fixtures in the Team Store facility shall become the property of USF at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, is terminated by USF without cause, as outlined in Section 7.2b prior to the capital investment being fully depreciated, then USF will reimburse the contractor for the undepreciated portion of the capital investment in the Team Store facility, and all capital investments and fixtures shall become the property of USF. If the contract is terminated for cause as outlined in Section 7.2a or for bankruptcy as outlined in Section 7.2c, USF shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of USF.

b. **Depreciation.** The capital investment made by the contractor in the Team Store facility shall be depreciated on a straight-line basis from the time period beginning when the Facility Investment is made and ending (fully depreciated) no later than June 30, 2023. The University shall have no payback obligation beyond June 30, 2023.

c. **University Approvals.** The facility investment for the Team Store must meet USF standards; must be approved in advance by USF; must comply with all procurement and permitting
regulations and all laws; and must be coordinated by the contractor in conjunction with USF. Any third-party contractor used by the contractor to assist with making facility improvements must be approved in advance by USF and must comply with all USF policies and procedures.

d. **Accounting Of Facility Investment.** The contractor shall provide USF with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to USF within sixty days of completion of the facility investment, or earlier if requested by USF.

e. **Equal Opportunity Employer/Minority Business Enterprise (MBE).** The contractor shall make a good faith effort to use the services or commodities of MBEs in carrying out its obligations (see Section 9.41).

f. **Investment Difference.** If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor’s Proposal, the contractor shall pay USF the difference between the actual amount spent and the amount offered, payable upon completion of the improvements, as requested by USF. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor’s Proposal, the contractor shall be solely responsible for all costs necessary to complete the facility improvements.

g. **Design Fees.** All Team Store design fees and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor’s operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

h. **Signage/Window Usage.** Any proposed exterior signage, banners, window usage, etc., must be approved by USF.

i. **Timing Of Facility Investment.** The timing of the facility investment shall be determined by USF in cooperation with the contractor.

### 6.15 Facility Investment Submittal Requirements

a. Acknowledge acceptance of USF’s Facility Investment Requirements as described in Section 6.14 of the ITN.

b. **USF Team Store-Facility Investment.** Describe your financial Facility Investment to provide a state-of-the-art Team Store facility, as described in Sections 6.12 and 6.13 of the ITN.

(Note: In addition, contractors are required to complete the Lot 2: Athletic Services Financial Bid Form, Attachment B.)

(Note: The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

6I. Financial Reporting

6.16 Financial Reporting Requirements

a. Monthly Reporting. On a monthly basis, the contractor shall submit a detailed sales report to USF, including total sales, website sales, sales by category/department, and non-commissionable sales (with supporting documentation) for the Team Store. Additional supporting documentation for non-commissionable sales must be provided by the contractor to the University within 48 hours of the University’s request.

b. Annual Reporting. On an annual basis, or as requested, the contractor shall submit a detailed Team Store financial statement to USF. At a minimum, the Team Store financial statement shall include the following:

- Sales by Category/Department including commissionable and non-commissionable sales
- Total Sales
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
- Commission Paid to USF
- Profit/Loss
- Number of Website Orders
- Website/E-Commerce Sales (by category/department)
- Diverse Business Utilization Reporting (quarterly, or as requested by the University)
- Unrelated Business Income (UBI) reporting by products/categories, as needed

c. Additional Reports. The contractor shall provide additional reports as requested by USF (e.g., customer counts, flash sales reports, game day reports, unit sales, transaction size, etc.).

d. Reporting Requirements. All reporting shall be based on USF’s contract year (7/1 through 6/30) and shall be in an electronic format acceptable to USF.

e. Contractor’s Financial Statement. The contractor, at its expense, shall provide USF with a copy of its audited company financial statement on an annual basis within ninety (90) days of the end of the contractor’s fiscal year.

f. Audit Rights. USF reserves the right to audit all or any components of the contract between the University and the successful contractor.

6.17 Financial Reporting Submittal Requirements

a. Acknowledge acceptance of USF’s Financial Reporting Requirements as described in Section 6.16 of the ITN.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

6J. Financial Projections

6.18 Financial Projections Submittal Requirements

a. Financial Projections. Provide financial projections for the first five (5) years of operation of the Bulls’ Team Store. Projections must include the following:

- Sales by Category/Department—e.g., emblematic clothing, emblematic gifts, etc.
- Total Sales
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
- Commission to USF
- Profit/Loss
- Website/E-Commerce Sales

(Note: Contractors are required to submit a response to 6.18a.)

6K. Financial Proposal

6.19 Financial Proposal Requirements

One of the goals of USF is to maximize the Team Store’s financial return by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to USF will be comprised of the following components:

- Financial Return (see Section 6.19a)
- Signing Bonus (see Section 6.19b)
- Additional Financial Incentives (see Section 6.19c)

a. Financial Return. Describe the financial return your company will remit for the operation of the Team Store, including the following:

- The minimum annual guarantee
- The commission schedule expressed as a percentage of General Merchandise Commissionable Sales and Athletic Website Sales (see definition, below)

USF’s requirements pertaining to the contractor’s financial return are as follows:

- "General Merchandise Gross Sales" shall be defined as all general merchandise sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Team Store for any general merchandise product or service offered by the Team Store. This includes all general merchandise orders taken or received at the Team Store, whether such orders are placed at the Team Store, via the internet (i.e., "on-line sales"), orders received through the Team Store/Athletics Website, or elsewhere. General Merchandise Gross Sales shall include any commissions received by the contractor from general merchandise products sold by the contractor, and general
merchandise commissions received by the contractor for authorized sales by other companies or organizations on the Bulls’ Team Store/Athletics Website.

- "General Merchandise Commissionable Sales" shall be defined as General Merchandise Gross Sales less:
  - Voids
  - Customer refunds
  - Discounted sales to authorized University Departments
  - Discounts (provided that the discount amount thereof was included in Gross Sales)
  - Sales tax paid by the contractor to any government agency which was collected from customers
  - Sales made at no margin by the contractor at the request of the University

- The contractor shall pay USF the greater of (i) the Minimum Annual Guarantee or (ii) the commission as a percent of General Merchandise Commissionable Sales.

- Payments shall be made to USF based on the Team Store’s Commissionable Sales on a monthly basis via electronic funds transfer (EFT). USF shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by USF, payment of any amount due in excess of payments already received shall be made annually within thirty (30) days following the end of each contract year.

- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.

- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized USF representatives.

b. **Signing Bonus.** Provide the Signing Bonus that your company will provide to USF for the operation of the Team Store.

c. **Additional Financial Incentives.** Describe each type of additional financial incentive that your company will provide along with the corresponding amount for each incentive (e.g., Donations, General Scholarships, etc.).

   *(Note: In addition, contractors are required to complete Lot 2: Athletic Services Financial Bid Form, Attachment B.)*

### 6.20 Financial Proposal Submittal Requirements

a. Acknowledge acceptance of USF’s Financial Proposal Requirements as described in Section 6.19 of the ITN.

USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

6L. Technology / Website Program

6.21 Technology / Website Program Requirements

a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., Team Store computer system, point-of-sale system, mobile payment, computerized general merchandise management system, etc.) to deliver the desired level of service.

(Note: USF will not buy out the un-depreciated portion of the contractor’s technology investment at the termination, expiration, or non-renewal of the contract.)

b. Technology Integration. The contractor’s systems shall have the ability to interface, at the contractor’s sole expense, with current or future University systems. The University’s current Student Information System is Banner and current Learning Management System is Canvas.

c. Website And Mobile Technology. The contractor shall manage and operate a unique, full-service Team Store/Athletics Website. The web site must be responsive (mobile friendly) and meet Federal accessibility guidelines. The website shall also conform to USF design guidelines and link to and from USF’s Website. The website shall include, but not be limited to, the ability for customers to order and reserve general merchandise. All aspects of the Team Store/Athletics Website, including products sold (whether by the contractor or by a third-party vendor), link to and/or from the Team Store Website, and advertising accepted, shall require USF’s prior written approval. Third-party vendors on the website must be pre-approved by the USF Auxiliary Contract Administration. The contractor will make reasonable efforts, working with USF Information Technology, to incorporate online Bookstore functionality and features into the official USF mobile app (MyUSF Mobile).

d. USF Card/Bull Buck$. The contractor must be able to accept any current and/or future declining balance program (USF Card/Bull Buck$) as a tender type, which includes, at the contractor’s sole expense, integration with the USF Card and Bull Buck$ systems and processing of financial aid transactions.

e. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standards. The contractor must provide a statement acknowledging they are in PCI Compliance and continue to provide any PCI Certification documentation that may be required annually. All credit card processing including through a 3rd party and must be encrypted.

f. Europay, Mastercard, And Visa (EMV) Compliance. The contractor shall ensure that all transaction terminals in the Bookstore are compliant with current EMV standards for authorizing credit and debit card transactions.

g. FERPA Compliance. The contractor must be FERPA compliant and must adhere to all University policies regarding FERPA.

h. Customer Data. Customer data shall not be shared or sold by the contractor without the express written approval of the customer.

The contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within 24
hours of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The contractor’s report to the University shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the University. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

The contractor is responsible for any and all financial costs, including, but not limited to, court costs, legal fees, settlement fees and penalties associated with a customer data breach that is the result of the contractor’s neglect or improper management of customer data.

All customer data must be kept confidential and shall not be shared or sold by the contractor without the express written approval of the customer.

i. **Ownership Of Customer Data.** All customer data collected by the contractor in association with sales activities are the property of USF Athletics and shall be shared upon request.

### 6.22 Technology / Website Submittal Requirements

a. **Acknowledge acceptance of USF’s Technology/Website Program Requirements** as described in Section 6.21 of the ITN.

b. **Technology Plans.** Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit USF and the Team Store.

c. **Website/E-Commerce Plans.** Include a detailed description of your plans to offer the following:

   • Online ordering program for general merchandise (i.e., emblematic clothing and gifts)

d. **Technology Investment.** Include your estimated capital investment for technology/automation in the Team Store (excluding website development costs) and a timeline for your automation plans. Include your company’s plan for integration with the University’s systems.

(Nota: USF will not buy out the undepreciated portion of the contractor’s technology investment at the expiration, termination, or non-renewal of the contract.)

(Nota: In addition, contractors are required to complete the Lot 2: Athletic Services Financial Bid Form, Attachment B.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

6M. Tender Types / Discounts

6.23 Tender Types / Discounts Requirements

a. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, the USF Card/Bull Buck$, Team Store gift cards, bank debit cards, mobile payment, department charges, student charges. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.

b. USF Card/Bull Buck$. The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept any current or future USF Card/Bull Buck$ utilized by USF at the Team Store. The contractor may be required to pay a transaction fee for USF Card/Bull Buck$ transactions.

c. Faculty/Staff Discounts. USF Faculty and Staff shall receive a 20% discount at special events sponsored by the Bulls’ Team Store.

d. USF Iron Bull Discounts. USF Iron Bull Members shall receive a 15% discount on Bulls’ Team Store purchases, excluding online purchases.

e. Gift Certificates/Gift Cards. The contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract).

6.24 Tender Types / Discounts Submittal Requirements

a. Acknowledge acceptance of USF’s Tender Types/Discounts Program Requirements as described in Section 6.23 of the ITN.

6N. Miscellaneous Obligations

6.25 University Obligations Requirements

a. University Obligations. USF shall provide the contractor with the following:

• Bulls’ Team Store and Game Day Store space as described in Sections 2.7, 6.2f, and 6.12 of this ITN
• Access to campus web services, campus telephone services, cable television, security systems, and voice answering system at the standard University rate
• Campus Security service for the Team Store provided by the University in the same manner provided for other University buildings

6.26 Contractor Obligations Requirements

a. Contractor Obligations. The contractor shall provide the following as part of its management and operation of the Bookstore:
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

- Vehicles. The contractor shall provide vehicle(s) necessary (if any) for the operation of the Team Store. The contractor shall ensure that any person that will drive on University property has a valid Florida Driver’s license appropriate to the vehicle being driven.
- Kiosks/Carts/Tents. The contractor shall provide the necessary kiosks/carts/tents for the operation of the Team Store and USF Game Day Events on the USF campus or elsewhere, as requested by the University.
- Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of USF) the interior of the Team Store, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
- Repairs. The contractor shall be responsible for repairs to the interior of the Bulls’ Team Store, excluding any major structural/building repairs (i.e., roof, HVAC, etc.)
- Emergency Key. The contractor shall supply an emergency key to be left with USF Police Department.
- Internal Security. The contractor shall collaborate with the USF Police Department and USF Auxiliary Contract Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Team Store. The contractor's first point of contact with regard to security and safety issues for the Team Store shall be the USF Police Department.

6.27 Miscellaneous Submittal Requirements

a. Acknowledge acceptance of USF’s Miscellaneous Obligations Requirements as described in Sections 6.25 and 6.26 of the ITN.
b. Transition Plan. Describe your Transition Plan, including the following:
   - Timeline and dates
   - Required or assumed USF resources
c. Additional Information. Provide USF with additional information you feel is pertinent.

6O. Exceptions To ITN

6.28 Exceptions To ITN Submittal Requirements

a. Exceptions To ITN. Identify any exceptions to the ITN that are included in your Proposal.
SECTION 7: CONTRACT TERMS & CONDITIONS

7.1 **Term**

   a. **Lot 1: Full Service Bookstore**: The term ("Term") of the contract (contract to be prepared by USF and signed by USF, and the selected contractor) will be for five (5) years, beginning July 1, 2018, and ending on June 30, 2023. The contract shall automatically renew for one (1) five-year (5) renewal term (a “Renewal Term”) unless USF provides the contractor with one hundred-twenty (120) days written notice of renewal prior to the expiration of the Term or Renewal Term.

   b. **Lot 2: Athletic Services**: The term ("Term") of the contract (contract to be prepared by USF and signed by USF, and the selected contractor) will be for five (5) years, beginning July 1, 2018, and ending on June 30, 2023. The contract shall automatically renew for one (1) five-year (5) renewal term (a “Renewal Term”) unless USF provides the contractor with one hundred-twenty (120) days written notice of renewal prior to the expiration of the Term or Renewal Term.

   (Note: USF will issue separate contracts for Lot 1 and Lot 2. The Lot 1 Full Service Bookstore contract will include, but not be limited to, all services defined in Section 5 of the ITN. The Lot 2 Athletic Services contract will include, but not be limited to, all services defined in Section 6 of the ITN.)

7.2 **Termination**

The contract shall contain the following clauses with respect to termination:

   a. **Termination With Cause**: The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of the Bookstore and Athletic Services. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the selection of a contractor) and such failure shall continue for thirty (30) days following written notice (the "Default Notice") from USF to the contractor informing the contractor of its failure to fulfill or perform said material obligation, USF may terminate the contract by providing the contractor with written notice (the "Termination Notice").

   b. **Termination Without Cause**: USF may terminate the contract at any time by providing the contractor with one hundred-fifty (150) days written notice.

   c. **Termination For Bankruptcy/Insolvency**: USF may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor’s assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

7.3 **Contract Administrator**

a. **Contract Administrator.** USF’s Associate Director, Auxiliary Contract Administration, or designee will be the Contract Administrator, for any contract that results from this ITN.

7.4 **Legal Fees**

a. **Legal Fees.** The contractor shall be responsible for any attorney and/or court fees in the event the contractor defaults and court action is required.

7.5 **Contract Award**

a. If USF accepts a Proposal, a Bookstore and Athletic Services Management Services contract will be prepared by USF, and signed by USF and the contractor.

7.6 **General Terms And Conditions**

a. By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with and/or complete all of the requirements/forms included in the following Sections of the ITN:

   • USF Invitation To Negotiate Form-Page 2
   • Section 9- Special Conditions
   • Section 10- Required Forms
   • Attachment A- Lot 1: Full-Service Bookstore Financial Bid Form
   • Attachment B- Lot 2: Athletic Services Financial Bid Form
Lot 1: Full-Service Bookstore

8.1 Inventory Purchase

The selected contractor shall purchase the Bookstore’s current inventory at the current contractor’s cost from the current contractor (incumbent). The selected contractor shall purchase the Bookstore’s inventory as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of course maximum enrollment at the actual cost to the current contractor (i.e., publisher’s invoice cost).
- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of course maximum enrollment at the Bookstore’s current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of March 2018).
- All general books (e.g., trade books, reference books, technical books, etc.) in clean and saleable condition and less than 12 months old shall be purchased at invoice cost.
- All general merchandise in clean and saleable condition and less than 12 months old shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA’s), graduation merchandise, etc.

8.2 Inventory Payment

The selected contractor shall pay the current (incumbent) contractor for the Bookstore inventory within thirty (30) days from the commencement of this contract.

8.3 Inventory Purchase At End Of Contract

At the termination of this contract, or any extensions thereto, resulting from this ITN, the University or a subsequent contractor shall purchase the Bookstore inventory from this contractor in the same manner as outlined in Section 8.1.

All national textbook rental titles shall be collected by the current contractor (incumbent) at the termination of the contract and will remain the property of the current contractor (incumbent).

8.4 Furniture, Fixtures, And Equipment

The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that are owned by the University at the commencement of the contract. Any University-owned furniture, fixtures, and equipment in the Bookstore which the contractor decides to no longer utilize in the operation of the Bookstore shall be turned over to the University.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the termination of the contract, the contractor shall return any University-owned furniture, fixtures, and equipment used to the University in the same condition as at the commencement of the contract, excepting normal wear and tear.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

With respect to the furniture, fixtures, and equipment provided by the University, the University makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all University furniture, fixtures, and equipment offered for the contractor’s use is supplied in “as is” condition and the contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the contractor and the University.

Lot 2: Athletic Services

8.5 Inventory Purchase

The selected contractor shall purchase the Bulls’ Team Store current inventory at the current contractor’s cost from the current contractor (incumbent). The selected contractor shall purchase the Bulls’ Team Store inventory as follows:

- All general merchandise in clean and saleable condition and less than 12 months old shall be purchased at invoice cost. General merchandise includes, but is not limited to: general books, general merchandise, emblematic clothing, emblematic gifts, game day products, spirit products, convenience items, etc.

8.6 Inventory Payment

The selected contractor shall pay the current (incumbent) contractor for the Bulls’ Team Store inventory within thirty (30) days from the commencement of this contract.

8.7 Inventory Purchase At End Of Contract

At the termination of this contract, or any extensions thereto, resulting from this ITN, the University or a subsequent contractor shall purchase the Bulls’ Team Store inventory from this contractor in the same manner as outlined in Section 8.5.

8.8 Furniture, Fixtures, And Equipment

The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bulls’ Team Store that are owned by the University at the commencement of the contract. Any University-owned furniture, fixtures, and equipment in the Bulls’ Team Store which the contractor decides to no longer utilize in the operation of the Bulls’ Team Store shall be turned over to the University.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bulls’ Team Store at its expense. At the termination of the contract, the contractor shall return any University-owned furniture, fixtures, and equipment used to the University in the same condition as at the commencement of the contract, excepting normal wear and tear.
**SECTION 9: SPECIAL CONDITIONS**

**Attention Contractors:** Any Contractors who received this ITN from the USF Purchasing Services Department or contractors who have downloaded this ITN from the USF Purchasing Services web site [http://www.USF.edu/business-finance/purchasing/public-bids/available-bids.aspx](http://www.USF.edu/business-finance/purchasing/public-bids/available-bids.aspx) are solely responsible to check the USF Purchasing web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. **NOTE TO CONTRACTORS**

Contractor’s response to this *Invitation to Negotiate* shall be delivered to *Purchasing Services, University of South Florida, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620-9000*, no later than *3:00 P.M. on February 21, 2018* according to the official time stamp clock located in the University’s Purchasing Services Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the ITN that arrive after *3:00 P.M. on February 21, 2018* will be rejected in the University’s sole discretion. These proposals will be returned unopened to the Contractor. Proposals and/or amendments will not be accepted at any time via fax or e-mail. **At 3:00 P.M. on February 21, 2018, all timely ITN Proposals received will be opened and receipt of documents recorded.**

If the Contractor elects to mail/ship its ITN Proposal package, the Contractor must allow sufficient time to ensure the University’s proper receipt of the proposal package by the time specified above. **Regardless of the form of delivery, it is solely the responsibility of the Contractor to ensure that the ITN Proposal package arrives at the University’s Purchasing Department no later than 3:00 P.M. on February 21, 2018.**

ITN Proposals will be accepted up to, and no Proposals may be withdrawn after, the deadline for Proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN Proposal No. 18-16-MH.**

**All Proposals submitted must include our standard Invitation to Negotiate Form signed.** The form is found on Page 2.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

2. **EVENT SCHEDULE**

Dates are subject to change

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of ITN</td>
<td>Thursday, January 11, 2018</td>
</tr>
<tr>
<td>Contact Michael Hernandez to Confirm Receipt of the ITN and to Confirm Attendance at the Mandatory Vendors Conference / Site Visit</td>
<td>No later than 4:00 p.m., Thursday, January 18, 2018</td>
</tr>
<tr>
<td>Mandatory Vendors Conference / Site Visit</td>
<td>Thursday, February 1, 2018</td>
</tr>
<tr>
<td>Vendors Written Questions Due</td>
<td>No later than 5:00 p.m., Friday, February 2, 2018</td>
</tr>
<tr>
<td>USF Issues Responses to Written Questions</td>
<td>Friday, February 9, 2018</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>No later than 3:00 p.m., Wednesday, February 21, 2018</td>
</tr>
<tr>
<td>Review of Proposals by USF</td>
<td>February / March 2018</td>
</tr>
<tr>
<td>Presentations by Contractors</td>
<td>March 2018 (TBD)</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>April 2018</td>
</tr>
<tr>
<td>Final Negotiations with Selected Contractor / Contract Signed</td>
<td>Friday, June 1, 2018</td>
</tr>
<tr>
<td>Implementation / Contract Commences</td>
<td>July 1, 2018</td>
</tr>
</tbody>
</table>

2.1 **Mandatory Vendors Conference And Site Visits**

The Mandatory Vendors Conference and Site Visits will be held on **Thursday, February 1, 2018** at 9:00 a.m. in the USF Purchasing conference room SVC 1073 located in the Student Services Building at 4202 E. Fowler Ave., Tampa, FL 33620-9000. Any prospective vendor and/or his designee arriving after 9:10 a.m. according to Verizon Cellular time will not be allowed to enter the room, and will be ineligible to bid this project. No other time keeping device will be considered for this purpose.

A map showing the meeting site can be found on the USF Purchasing website as an attachment to ITN #18-16-MH http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx.

The Vendors Conference will include site visits to all Bookstore locations (Tampa, St. Petersburg, and Sarasota-Manatee).

3. **INQUIRIES**

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this ITN. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Contractor in connection with the preparation, production, or submission of their ITN Proposal.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

including any increased costs resulting from the Contractor accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the University by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and posted on the Purchasing web site only.

Note: Contractors are responsible to insure the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

4. **QUESTIONS ABOUT ITN - POINTS OF CONTACT**

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 5:00 p.m. February 2, 2018.**

Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Manager Competitive Solicitations, Purchasing Services via e-mail at mahernandez@USF.edu.

5. **RESPONSE TO CONTRACTORS QUESTIONS**

Responses to all Contractors questions received prior to 5:00 p.m. on February 2, 2018 will be addressed via an Addendum by 5:00 p.m. on February 9, 2018.

6. **ADDENDA**

Purchasing Services may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the Purchasing Services addenda is authorized as representing the University.

Contractor’s failure to return any and all addenda may result in disqualification of that Contractor’s Invitation to Negotiate.

**PLEASE NOTE:** It is solely the Contractor’s responsibility to check the USF Purchasing Web site at [http://www.USF.edu/business-finance/purchasing/public-bids/available-bids.aspx](http://www.USF.edu/business-finance/purchasing/public-bids/available-bids.aspx), forty-eight (48) hours before the closing time of this proposal to verify that the Contractors have received any addenda that may have been issued.

7. **MEETINGS**

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing Services Department located at 4202 E Fowler Avenue SVC 1073, Tampa, FL 33620 and posted electronically on the USF Purchasing Bid website five (5) business days prior to the meeting. For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN Contractor list.

8. **PARKING**

Parking permits are required 24 hours a day, 7 days a week to park at USF in both St. Petersburg and Tampa for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis).
Parking rules and regulations must be observed by all drivers. For more information please visit the web sites for parking services:

USF St. Petersburg:  http://www.USFsp.edu/administrative-and-financial-services/parking-transportation/

USF Tampa:  http://www.USF.edu/administrative-services/parking/index.aspx

Parking permits are required at USF Sarasota-Manatee and New College of Florida. USF Sarasota-Manatee and New College of Florida have parking reciprocity. USF Sarasota-Manatee’s permit covers both locations.

USF Sarasota-Manatee:  http://usfsm.edu/parking/

9. **AWARD**

Proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Contractors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

The award shall be made by the University to the most responsive and responsible Contractor whose final Proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

10. **PROPOSAL TABULATION**

Proposal tabulation will be available after award and will be posted on the Purchasing website. The Proposal tabulation is an accounting of initial Proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.

11. **THE INVITATION TO NEGOTIATE PROCESS**

The ITN Process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Contractors to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Contractor who are authorized to negotiate and make agreements shall be involved in negotiations.

12. **EVALUATION CRITERIA**

Evaluation to qualify potential Contractors will be based on qualification requirements identified in Section 3.4 and submitted per Sections 5 and 6- Submittal Requirements. Any information a Contractor deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the Proposal. While the University reserves the right to request additional information or clarification from Contractors at any time in the process, Contractors should not assume that they will be allowed to amplify or modify their initial written
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proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

13. **NEGOTIATION WITH CONTRACTORS**

To identify Contractors for negotiations, submitted Proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the Proposals according to the evaluation criteria described in **SECTION 3.4** for the purpose of identifying Qualified Proposers.

Contractors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Contractor to discuss their offers and Proposals in further detail with the University. Selected Contractors may be given the opportunity to refresh their initial offers. Refreshed Proposals allow Contractors to match or exceed the offers made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the University may ask selected Contractors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. An invitation to submit a best and final offer is not automatic. After this negotiation, a final Contractor (s) may be selected.

14. **INVITATION TO NEGOTIATE FORM**

All Proposals shall be submitted using the University of South Florida Invitation to Negotiate form (see page 2) as a cover to be considered for an award of the Proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Contractor and returned with the Proposal in a sealed envelope. The Contractor is responsible for marking the outside of the sealed envelope with the Proposal number and the opening date.

The Invitation to Negotiate Form and all related pages are a legal document and cannot be altered by the Contractor in any way. Any alteration made by a Contractor may disqualify the Proposal and the response may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the Proposal issued by Purchasing Services.

15. **RIGHT TO NEGOTIATE**

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Contractors that appear to have submitted Proposal (s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price, scope of services, and the terms and conditions of this ITN.

If for any reason a Contractor (s) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the Proposal(s), and to continue negotiations with other responsive Contractors that may lead to the issuance and award of a contract.

16. **CONTRACTOR’S RESPONSIBILITY**

It is understood and the Contractor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.
17. **CONTRACTOR’S EXPENSE**

All Proposals submitted in response to the ITN must be submitted at the sole expense of the Contractor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Contractors will pay all costs associated with the preparation of Proposals and necessary visits to campus and other required site visits.

18. **NUMBER OF PROPOSALS SUBMITTED**

Contractors shall submit one (1) clearly marked “Original” and ten (10) copies of the Proposal. Contractors must also submit one (1) Electronic copy preferably via USB flash drive. The electronic copy shall consist of a single PDF document. Proposals that do not include all of the requested copies, including electronic copy, may be disqualified at the sole discretion of the University of South Florida.

19. **PROPOSAL REJECTION**

The University shall have the right to reject any or all ITN Proposals and in particular to reject an ITN Proposal not accompanied by data required by the Invitation to Negotiate or an ITN Proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN Proposals may be considered non-responsive.

20. **OPEN COMPETITION**

The University encourages free and open competition among Contractors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University’s needs and the accomplishment of a sound economical operation. The Contractor’s signature on their ITN Proposal guarantees that the Proposals have been established without collusion with other Contractors and without effort to preclude the University from obtaining the best possible competitive contract.

21. **ORAL PRESENTATION**

After ITN proposals have been opened, Contractors submitting ITN Proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Contractor to clarify the Proposal. Oral presentations will be recorded. Recorded oral presentations and written clarifications will be affixed to the Contractor’s ITN Proposal and become part of the same as if originally submitted.

22. **MISTAKES**

Contractors must check their Proposals for any errors. Failure to do so will be at the Contractor’s risk.

In the event a mistake results in the written request of a Contractor withdrawing any part of the Proposal, the Contractor must withdraw the entire Proposal package and the University will not consider that Proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be
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approved by Purchasing Services whose decision shall be final.

23. **FORCE MAJEURE**

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

24. **FEIN NUMBER**

Contractors MUST supply their Federal Employee Identification Number or Social Security number upon award.

25. **W-9 (W-8BEN for Foreign Private Entities) FORM**

Awarded Contractors will be asked to complete and return a USF Substitute W-9 (appropriate W-8 Form for foreign Contractors).

**NOTE:** The W-9 or W-8 statement must be completed and signed before a contract can be approved.

26. **STANDARDS OF CONDUCT**

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential Contractor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

27. **USF TOBACCO AND SMOKE FREE POLICY 6-026**

As of January 4, 2016 the University of South Florida is a tobacco free campus. Smoking, tobacco use, and use of related products is prohibited on all property owned, leased or operated by USF. This includes, but is not limited to, all indoor and outdoor areas and properties. Additionally, no smoking and/or tobacco products will be sold or advertised on the USF Tampa campus. This Policy applies to all faculty, staff, students, vendors and visitors.

**Complete policy details can be found at:**
http://regulationspolicies.USF.edu/policies-and-procedures/pdfs/policy-6-026.pdf

28. **AMERICAN WITH DISABILITIES (ADA)**

The Contractor awarded this Proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Purchasing Services at (813) 974-2481 at least five (5) working days prior to the scheduled event.

29. PUBLIC RECORDS

Sealed Proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of an intended decision or until thirty (30) days after receipt of best and final offers, whichever is earlier.

Notwithstanding any confidentiality provisions in the Agreement, as an agency or subdivision of the State of Florida, University is subject to Chapter 119, Florida Statutes (“Florida Public Records Act”). As such, the Agreement and all associated materials and information may be considered a “public record.” While University will endeavor not to voluntarily disclose the Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of the Agreement or any other information pursuant to a public records request shall not be considered a breach of any confidentiality provisions.

Further, Vendor may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to the University upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of the Agreement or performance of the services, Vendor may transfer all public records related to the services to University, at no cost to University, or may keep such public records in accordance with the applicable state record retention requirements. If Vendor chooses to transfer such records to University, Vendor shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT UNIVERSITY’S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR’S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

University may unilaterally cancel the Agreement for refusal by Vendor to comply with the provisions of Chapter 119, Florida Statutes.

30. EQUAL OPPORTUNITY STATEMENT

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a Contractor under this agreement, the Contractor commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
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B. If the Contractor expects to receive $25,000 in Revenues during the first 12 months of this agreement, a complete “Certificate of Non-Segregated Facilities” shall be attached to the bid response. Sample certificate attached.

C. If the Contractor expects to receive $60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the Contractor expects to receive $60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Contractor, subject to review upon request by the user agencies of this agreement.

31. PUBLIC ENTITY CRIMES

Any person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime, may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months from the date of being placed on the convicted Contractor list.

32. LOBBYING

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.

33. AFFIRMATIVE ACTION

As a condition of this contract, the Contractor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

34. TAXES

It is the responsibility of the Contractor to determine any tax implications of the Project. The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income. The Contractor shall pay all appropriate federal, state or local taxes accruing to the Project or the Contractor’s interest in the Project.

35. LICENSES

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.
36. **CERTIFICATION**

   In accordance with Section 112.3185, Florida Statutes, the Contractor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by the University.

37. **INDEMNIFICATION**

   The Contractor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of the Contractor and/or the Contractor’s officers, employees, agents and contractors, in connection with this Agreement.

38. **INSURANCE**

   a. The Contractor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the University. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Contractor shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the University of South Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.

   b. The Contractor must secure and maintain, during the life of this agreement, Workers’ Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor’s insurance. Such insurance shall comply fully with the Florida Workers’ Compensation Law. In case any class of employees engaged in work under his contract at the site of the Project is not protected under Workers’ Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.

   c. The Contractor must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Contractor and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

1. Commercial General Liability
   Each occurrence $ 1,000,000
   Each aggregate $ 2,000,000
2. Business Auto Liability Insurance
   Combined Single limit $ 1,000,000
3. Umbrella or Excess Liability $12,000,000

d. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any Contractor’s insurance policy. The payment of such deductible is solely the responsibility of the Contractor obtaining the insurance.

e. The Contractor must secure and maintain the following during the life of the Agreement for the Design, Construction, and Development of the project:
   1. Professional Liability Insurance- $3,000,000
   2. Builder’s Risk Insurance- Replacement Value
   3. Performance Bonds- Construction Contract Amount
   4. Payments Bonds- Construction Contract Amount
   5. Exclusions and deductibles to the above requirements are not allowed

39. RELATIONSHIP OF PARTIES

   It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting the Contractor as the agent or representative of the University for any purpose in any manner whatsoever. The Contractor is not authorized to bind University to any contracts or other obligations. The Contractor shall not expressly or impliedly represent to any party that the Contractor and University are partners or that the Contractor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

40. TECHNOLOGY PROVIDED

   The University’s expectation is that the Contractor shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

41. EQUAL OPPORTUNITY EMPLOYER/MINORITY BUSINESS ENTERPRISE (MBE)

   As part of the USF Strategic Plan, USF made a commitment to foster a diverse community distinguished by a shared purpose, collaboration, open and timely communication, mutual respect, trust and inclusiveness. USF is an equal opportunity institution, and, as such, strongly encourages the lawful use of certified Minority, Women and Veteran-owned Business Enterprises (MWBE) in the provision of design and construction-related services by providing a fair and equal opportunity to compete for, or to participate in, design and/or construction-related services.

   The selected Contractor will be contractually required to implement a plan for making a good faith effort to use the services or commodities of MWBEs in carrying out its obligations. The plan must include the following at a minimum: (1) scheduling meetings to inform MWBEs of the contracting and subcontracting opportunities; (2) advertising subcontracting opportunities in general circulation, trade associations, or minority-focus media concerning the subcontracting
opportunities; (3) providing written notice to a reasonable number of specific MWBEs that their interest in the contract was being solicited in sufficient time to allow the MWBE to participate effectively; (4) breaking down contracts into economically feasible units, where possible, to facilitate MWBE participation; and (5) engaging the services of available minority community organizations, minority contractors’ groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of MWBE.

42. **CONDITIONS AND PROVISIONS**

USF reserves the right to reject any and all Proposals and to waive minor variances from the requirements set forth in this ITN. USF at its sole discretion will select the Proposal it deems is in the best interests of USF.

43. **FEDERAL DEBARMENT**

By signing this bid/proposal, the Contractor certifies, to the best of its knowledge or belief, that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

44. **CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All Contractors must disclose with their response to this ITN the name of any officer, director, or agent who is also an employee of the University. Further, all Contractors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor’s firm or any of its branches.

By submitting a response to this ITN without such information, the Contractor certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by the Contractor shall be grounds for cancellation of the Contract.

45. **NOTICE OF ITN PROTEST BONDING REQUIREMENT**

Pursuant to Florida Board of Governors Regulation 18.003, any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University, shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount.
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for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

46. **PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES AND OTHER INTELLECTUAL PROPERTY**

To the extent that intellectual property of the Contractor will be sold or licensed as a part of the products or services offered, the Contractor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the Contractor.

47. **COMPLIANCE WITH LAWS**

The Contractor shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If the Contractor receives an award as a result of the ITN, the Contractor shall continue to comply with the foregoing laws, regulations, and policies.

If the Contractor fails to comply with the requirements of this item, the University, in its sole discretion, may disqualify the Contractor, or, if the Contractor has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that the Contractor is in default.

48. **TERM OF AGREEMENT AND RENEWALS**

See Section 7 of the ITN. To be finalized as part of negotiations with the Contractor.

49. **AVAILABILITY OF FUNDS**

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
<table>
<thead>
<tr>
<th>SECTION 10: REQUIRED FORMS AND INFORMATION</th>
</tr>
</thead>
</table>

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CERTIFICATE OF NON-SEGREGATED FACILITIES

We, ______________________________, certify to the University of South Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, health and wellness or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

________________________________________
(NAME OF COMPANY)

SIGNATURE: ______________________________

TITLE: ______________________________

DATE: ______________________________

83 of 98
SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or Workers’ representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Private Entity. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Private Entity as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.
Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

__________________________
Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Contractor in the matter at hand, as follows:

1. That the Contractor, if an individual, is of lawful age; or

2. That if:
   a. The Contractor is a partnership or a corporation, it has been formed legally;
   b. The Contractor is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
   c. The Contractor is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

3. That if the Contractor is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.

4. That the Contractor has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Contractor is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].

5. That the Contractor is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.

6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Contractor or awarded to this Contractor; nor shall any University officer or employee have any financial interest in assisting the Contractor to obtain, or in any other way effecting, the award of this contract or obligation to this Contractor.

7. That, by submitting this bid, the Contractor certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Contractor Sayeth Not.

Contractor: Complete the Acknowledgment on the following page.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

Contractor’s Affirmation and Declaration - Continued

We the undersigned, as a Contractor, hereby declare that we have carefully read this Invitation to Bid or Request for Proposal and its accompanying provisions, terms and conditions concerning the equipment, materials, supplies and/or services as called for, the technical specifications along with any applicable drawings, attended all applicable pre-bid or pre-proposal conference along with visual inspections, and with the full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B. University of South Florida location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

***See Bid Proposal Herein***

Firm Name:__________________________________________________

Type of Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

Business is licensed, permitted or certified to do business in the State of Florida.
[ ] Yes [ ] No

E-Mail Address:_____________________________________________

Division of Management Services SPURS License No.:_______________________

State of Florida Corporation ID No. (from Secretary of State):_____________________

State of Florida Fictitious Name Reg. No. (from Secretary of State):_________________

State of Florida Contractor’s License No. (from DPR):___________________________

Name Contractor’s License is under:_________________________________________

FEID No. ____________________________ County of ____________________________

Representative’s Name:_______________________________________________

Authorized Representative’s Title:_________________________________________

Address:_____________________________________________________________

City:_________________________ State:_________ Zip Code:_________

Telephone No._________________ Fax No.:___________________________

The foregoing instrument was acknowledged before me this the ______ day of ________________, 2018, by_________________ who is personally known to me or who has produced identification and who did (did not) take an oath.

________________________________________
Signature of Notary Public

________________________________________
Authorized Signature of Affiant

Notary Public
State of ____________________________

My Commission Expires: ______________________

__________________________
Commissioned Name of Notary Public

__________________________
Printed, typed or stamped Name of Affiant

Printed, typed or stamped
Enter at the University’s main entrance off of Fowler Avenue.

1. We suggest that you either stop at the Campus Information Center or the parking permit dispensers in the Collins Blvd. parking garage, to obtain a Daily parking permit prior to visiting Purchasing Services.

2. The USF Campus Information Center (building on your right that looks like a drive-through bank) is available for daily parking permit purchases for $5.00 plus tax (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parked illegally will receive a citation.

3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard proceed straight through the first signal light which is Alumni Drive, and get into the right-hand turn lane.

4. Turn right at USF Mango Drive.

5. Proceed to Collins Blvd. Parking Facility (GBG).

6. Collins Blvd. Parking Facility has a parking pay station located on the street level entrance at the north-west corner of the garage. The Purchasing offices are located in the SVC Building, which is directly north and next door to the Collins Blvd. Garage.

7. Once parked, walk in a northerly direction (orient by parking pay station) to the connector bridge (SVC Bldg. should be visible).

8. Take elevator in SVC Bldg. to 1st floor and look left getting off the elevator for Purchasing Services area (in the 1072 suite area).

9. NOTE: You may request a Campus Map at the Campus Information Center.

10. Note: A campus Map showing the location of the Campus Information Center, the Collins Blvd. Garage and the SVC building is included with these instructions. Do not forget to obtain a parking permit from either the Campus Information Center or the garage parking meter prior to visiting Purchasing Services.
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

ATTACHMENTS

Attachment A- Lot 1: Full-Service Bookstore Financial Bid Form
Attachment B- Lot 2: Athletic Services Financial Bid Form
Attachment C- Facility Floor Plans
ATTACHMENT A
LOT 1: FULL-SERVICE BOOKSTORE FINANCIAL BID FORM

(Note: Items listed on this Bid Form are in addition to all other financial requirements and obligations outlined in this ITN.)

USF BOOKSTORE-TAMPA CAMPUS

1. COMMISSION AS A PERCENT OF COURSE MATERIALS COMMISSIONABLE SALES:

   (\%)

2. COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS SALES:

   (\%)

3. COMMISSION AS A PERCENT OF INCLUSIVE ACCESS/COURSE FEE MODEL COMMISSIONABLE SALES:

   (\%)

4. COMMISSION AS A PERCENT OF GENERAL MERCHANDISE COMMISSIONABLE SALES:

   (\%)

5. MINIMUM ANNUAL GUARANTEE:

   ($)

   (Note: The contractor shall pay USF the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Course Materials Commissionable Sales, plus the Commission As A Percent Of Pure Digital Course Materials Sales, plus the Commission As A Percent of Inclusive Access/Course Fee Model Commissionable Sales, plus the Commission As A Percent of General Merchandise Commissionable Sales.)

6. TRASH REMOVAL / RECYCLING EXPENSE:

   The contractor agrees to incur all trash removal and recycling expenses for the USF Bookstore Tampa as described in Section 5.2I of the ITN. (Note: The contractor shall set up an account directly with Republic Waste Services of Tampa.)

   ($) 12,000 Annual Expense
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

USF HEALTH BOOKSTORE-TAMPA CAMPUS

1. **COMMISSION AS A PERCENT OF COURSE MATERIALS COMMISSIONABLE SALES:**

   (%)

2. **COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS SALES:**

   (%)

3. **COMMISSION AS A PERCENT OF INCLUSIVE ACCESS/COURSE FEE MODEL COMMISSIONABLE SALES:**

   (%)

4. **COMMISSION AS A PERCENT OF GENERAL MERCHANDISE COMMISSIONABLE SALES:**

   (%)

5. **MINIMUM ANNUAL GUARANTEE:**

   ($)

(Note: The contractor shall pay USF the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Course Materials Commissionable Sales, plus the Commission As A Percent Of Pure Digital Course Materials Sales, plus the Commission As A Percent of Inclusive Access/Course Fee Model Commissionable Sales, plus the Commission As A Percent of General Merchandise Commissionable Sales.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

USF BOOKSTORE- ST. PETERSBURG CAMPUS

1. COMMISSION AS A PERCENT OF COURSE MATERIALS COMMISSIONABLE SALES:

   (%) 

2. COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS SALES:

   (%) 

3. COMMISSION AS A PERCENT OF INCLUSIVE ACCESS/COURSE FEE MODEL COMMISSIONABLE SALES:

   (%) 

4. COMMISSION AS A PERCENT OF GENERAL MERCHANDISE COMMISSIONABLE SALES:

   (%) 

5. MINIMUM ANNUAL GUARANTEE:

   ($) 

(Note: The contractor shall pay USF the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Course Materials Commissionable Sales, plus the Commission As A Percent Of Pure Digital Course Materials Sales, plus the Commission As A Percent of Inclusive Access/Course Fee Model Commissionable Sales, plus the Commission As A Percent of General Merchandise Commissionable Sales.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

**USF BOOKSTORE-SARASOTA-MANATEE AND NEW COLLEGE OF FLORIDA CAMPUS**

1. **COMMISSION AS A PERCENT OF COURSE MATERIALS COMMISSIONABLE SALES:**
   
   
2. **COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS SALES:**
   
   
3. **COMMISSION AS A PERCENT OF INCLUSIVE ACCESS/COURSE FEE MODEL COMMISSIONABLE SALES:**
   
   
4. **COMMISSION AS A PERCENT OF GENERAL MERCHANDISE COMMISSIONABLE SALES:**
   
   
5. **MINIMUM ANNUAL GUARANTEE:**
   
   
(Note: The contractor shall pay USF the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Course Materials Commissionable Sales, plus the Commission As A Percent Of Pure Digital Course Materials Sales, plus the Commission As A Percent Of Inclusive Access/Course Fee Model Commissionable Sales, plus the Commission As A Percent Of General Merchandise Commissionable Sales.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

**USF BOOKSTORE**

1. **SIGNING BONUS:**
   
   ($)

2. **ADDITIONAL FINANCIAL INCENTIVES:** (e.g., Textbook Scholarships, General Scholarships, etc.)
   
   ($)

3. **TOTAL CAPITAL INVESTMENT:**
   
   ($)

Please provide a recommended allocation of the Total Capital Investment for each location:

<table>
<thead>
<tr>
<th>BOOKSTORE</th>
<th>FACILITY INVESTMENT ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>USF Bookstore-Tampa Campus</td>
<td></td>
</tr>
<tr>
<td>USF Health Bookstore-Tampa Campus WELL Building</td>
<td></td>
</tr>
<tr>
<td>USF Health Pop-Up Store/Kiosk-Downtown</td>
<td></td>
</tr>
<tr>
<td>USF Bookstore-St. Petersburg Campus</td>
<td></td>
</tr>
<tr>
<td>USF Bookstore- Sarasota-Manatee and New College of Florida</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FACILITY INVESTMENT</strong></td>
<td></td>
</tr>
</tbody>
</table>

*(Note: The capital investment in the facility must not include technology and equipment.)*

(Note: The capital investment made by the contractor in the Bookstore facilities shall be depreciated on a straight-line basis from the time period beginning when the Facility Investment is made and ending (fully depreciated) no later than June 30, 2023. The University shall have no payback obligation beyond June 30, 2023.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

4. TECHNOLOGY INVESTMENT:

<table>
<thead>
<tr>
<th>BOOKSTORE</th>
<th>TECHNOLOGY INVESTMENT ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>USF Bookstore-Tampa Campus</td>
<td></td>
</tr>
<tr>
<td>USF Health Bookstore-Tampa Campus WELL Building</td>
<td></td>
</tr>
<tr>
<td>USF Health Pop-Up Store/Kiosk-Downtown</td>
<td></td>
</tr>
<tr>
<td>USF Bookstore-St. Petersburg Campus</td>
<td></td>
</tr>
<tr>
<td>USF Bookstore- Sarasota-Manatee and New College of Florida</td>
<td></td>
</tr>
</tbody>
</table>

5. BOOKSTORE / USFAA ALUMNI PARTNERSHIP:

The contractor agrees to participate in the Bookstore / USFAA Alumni Partnership as described in Section 5.16j of the ITN.

($) 15,000 Annual Donation

PROPOSAL SUBMITTED BY:

Company: ________________________________

Company Address: ________________________________

Federal I.D. #: ________________________________

Authorized Signature: ________________________________

Signer's Printed Name: ________________________________

Title: ________________________________

Date: ________________________________

95 of 98
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

ATTACHMENT B
LOT 2: ATHLETIC SERVICES FINANCIAL BID FORM

(Note: Items listed on this Bid Form are in addition to all other financial requirements and obligations outlined in this ITN.)

1. COMMISSION AS A PERCENT OF GENERAL MERCHANDISE COMMISSIONABLE SALES:

   (%)  

2. COMMISSION AS A PERCENT OF ATHLETIC WEBSITE COMMISSIONABLE SALES:

   (%)  

3. MINIMUM ANNUAL GUARANTEE:

   ($)  

(Note: The contractor shall pay USF the greater of (i) the Minimum Annual Guarantee or (ii) the Commission As A Percent of General Merchandise Commissionable Sales plus Athletic Website Commissionable Sales.)

4. SIGNING BONUS:

   ($)  

5. ADDITIONAL FINANCIAL INCENTIVES: (e.g., Donations, General Scholarships, etc.)

   ($)  

6. FACILITY INVESTMENT-TEAM STORE:

   ($)  

(Note: The capital investment in the facility must not include technology and equipment.)

(Note: The facility investment made by the contractor in the Team Store facility shall be depreciated on a straight-line basis from the time period beginning when the Facility Investment is made and ending (fully depreciated) no later than June 30, 2023. The University shall have no payback obligation beyond June 30, 2023.)
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

7. TECHNOLOGY INVESTMENT-TEAM STORE:

($) ________________________

PROPOSAL SUBMITTED BY:
Company: ________________________

Company Address: ________________________

Federal I.D. #: ________________________

Authorized Signature: ________________________

Signer's Printed Name: ________________________

Title: ________________________

Date: ________________________
USF BOOKSTORE MANAGEMENT / RETAIL SERVICES

ATTACHMENT C
FACILITY FLOOR PLANS

All Bookstore floor plans are available for viewing of downloading from the USF Purchasing web site see link below.

The files are attachments to ITN 18-16-MH on the web site