



STATE OF NORTH CAROLINA

The University of North Carolina Asheville

Request for Proposal #: 64-816

CAMPUS BOOKSTORE MANAGEMENT

Date Issued: Sep 30, 2025

Proposal Opening Date: Nov 24, 2025

At 3:00 PM ET

Direct all inquiries concerning this RFP to:

Jonathan Clancy
Purchasing Agent

Email: [Jonathan Clancy](mailto:Jonathan.Clancy@uncasheville.edu)

Phone: 828-232-2285



UNIVERSITY *of* NORTH CAROLINA
ASHEVILLE

STATE OF NORTH CAROLINA

Request for Proposal #

64-816

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#


Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at [North Carolina electronic Vendor Portal](#)

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Vendor:

AGENCY: THE UNIVERSITY OF NORTH CAROLINA ASHEVILLE			
REQUEST FOR PROPOSALS NUMBER: 64-816			
Refer all inquiries to Jonathan Clancy, Purchasing Agent			
<u>jclancy1@unca.edu</u>	Phone: 828-232-2285	Fax: 828-251-6743	
Deadline to submit responses to this RFP: November 21, 2025 at 3:00 p.m.			

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign a proposal prior to submission may render the proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____ (Authorized Representative of The University of North Carolina Asheville)</p>

Vendor Checklist

By signing the Execution Page of this RFP, you are acknowledging the following items have been reviewed, signed and attached with the Vendor response.

Failure to include this information with bid response may render the proposal invalid and it **MAY BE REJECTED**.

Initials	Description
	Financial Return to the University – Attachment A
	Instructions to Vendors – Attachment B
	North Carolina General Terms & Conditions – Attachment C
	Location of Workers – Attachment D
	Certification of Financial Condition – Attachment E
	Customer References Form – Attachment F
	HUB Supplemental Vendor Information – Attachment G
	Product Specification and Scope of Work – Section 5.0
	Any Published Addenda on the electronic Vendor Portal (eVP) for this RFP

About UNC Asheville

Founded in 1927, UNC Asheville is the designated [liberal arts](#) institution in the [University of North Carolina](#) system. Located in the picturesque Blue Ridge Mountains, UNC Asheville consistently ranks as a national top 10 Public Liberal Arts and Sciences University by U.S. News & World Report, The Princeton Review's "The Best 390 Colleges," among others. With 16 NCAA Division I Teams in the Big South Conference, UNC Asheville student-athletes perform on the court, the field, the pool, and in the classroom, as they consistently earn above a grade-point average of 3.0 each year. The University offers more than 30 undergraduate majors, including a Mechatronics and Engineering joint degree program with NC State, as well as a new Master of Science in Environmental Resilience. Upon graduation, over 90% of students have paid positions in the workforce at top organizations, including Apple, Google, Deloitte, Major League Baseball, The Weather Channel, in local, state, and federal government, with non-profit organizations, among others. The first tuition-free public college program in North Carolina, today the University's Access Asheville program covers full tuition and fees for qualified students in North Carolina, Virginia, Georgia, and Tennessee. For more information, please visit: [UNC Asheville](#).

All times shown in this RFP are Eastern Standard Time unless otherwise note

1.0 PURPOSE AND BACKGROUND

The University of North Carolina-Asheville (UNCA/UNC Asheville) is seeking proposals from qualified vendors for the management of the existing University Bookstore. The ideal Vendor will provide traditional and progressive means to provide the functions of the existing bookstore and consider options that support improved sales, provide financial flexibility to the University, decrease costs for students, and most importantly provide increased level of service to students, faculty, and staff.

The university's overall goal in soliciting a Vendor to provide bookstore management services is to ensure the highest level of efficiency, effectiveness, service, and satisfaction is being provided to the campus. It is essential that the Bookstore be managed with maximum responsiveness to the needs and concerns of our students, faculty, and staff. Products, prices, and services must promote confidence that the university community is obtaining the best possible combination of quality, customer service, and value. A critical aspect in meeting the foregoing goals is the identification, selection, and retention of a highly knowledgeable and first-rate on-site management team.

The successful Vendor will provide state-of-the-art bookstore management processes and systems that will allow the university bookstore to provide excellent service to its constituents while seamlessly integrating efficiencies into all processes of bookstore operations, including course materials adoptions, student access to digital and print course materials, online sales and returns, and general operations. The successful Vendor will have an eye on the future and will provide innovative technologies and service solutions for Bookstore customers.

There is also an optional addendum proposal that may be included for student mail operations described in Section 2.10.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of five years, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's current term, UNC Asheville shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one additional five-year term. UNC Asheville will give the Vendor written notice of its intent to exercise each option no later than one hundred twenty days before the end of the Contract's then-current term. In addition to any optional terms, and with the Vendor's concurrence, UNC Asheville reserves the right to extend a contract term after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.1 GENERAL INFORMATION

2.2 REQUEST FOR PROPOSAL DOCUMENT

The RFP consists of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in [Section 2.7 PROPOSAL QUESTIONS](#). Questions must be emailed to Jonathan Clancy .

If the University determines that any changes will be made as a result of the points raised, then the University will communicate such changes in the form of an RFP addendum. The University may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, UNC Asheville rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation.

UNC Asheville may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO) . Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. UNC Asheville will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	September 30, 2025
Mandatory Site Visit	State	October 22, 2025 1:00 PM
Submit Written Questions	Vendor	October 29, 2025 5:00 PM
Provide Response to Questions	State	November 5, 2025 5:00 PM
Submit Proposals	Vendor	November 21, 2025 3:00 PM
Vendor Presentations	Vendor	Week of Feb 9, 2026
Contract Award	State	April 1, 2026 5:00 PM
Contract Effective Date	State	July 1, 2026 12:00 AM

2.5 MANDATORY SITE VISIT

Date: 10/22/2025

Time: 1:00PM Eastern Time

Instructions: Representatives will use the site visit to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. A mandatory site visit is scheduled for 1:00 PM Eastern Time on October 22, 2025 at the Campus Bookstore, Highsmith Union, One University Heights, Asheville, NC 28804. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

- All who attend the site visit must rsvp to Jonathan Clancy

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the bookstore facility in Highsmith, Rocky's Doghouse in Sherrill Center and the mail center in Highsmith, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.6 PARKING ON CAMPUS

Campus visitors should allow time to find a visitor parking space. All visitors must park in designated visitor parking locations listed on the Visitor Parking website. Visitor permits are \$3 from 6 a.m. - 5 p.m. Monday through Friday and can be obtained by visiting the link below.

- Link to campus parking resources: [Visitor Parking](#)
- Link to campus map: [Campus Map | UNC Asheville](#)

Vendor: _____

2.7 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Jonathan Clancy by the date and time specified above. Vendors should enter "RFP # 64-816: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, UNC Asheville's response, and any additional terms deemed necessary by UNC Asheville will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, [North Carolina electronic Vendor Portal](#), and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.8 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendors shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

NORTH CAROLINA ELECTRONIC VENDOR PORTAL

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: [eVP Updates for Vendors | NC eProcurement](#).

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information

Vendor: _____

exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.9 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in UNC Asheville rejecting Vendor's proposal, in UNC Asheville's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of [ATTACHMENT A: PRICING](#)
- g) Completed version of [ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR](#)
- h) Completed and signed version of [ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION](#)
- i) Completed version of [ATTACHMENT F: CUSTOMER REFERENCE FORM](#)
- j) Completed version of [ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION](#)

2.10 ALTERNATE PROPOSALS

Vendors may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #". Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

Proposal Options

Vendors may also choose to submit proposals for specific components of the scope of bookstore management services only, such as:

- Course materials management (textbooks, digital access, course packs, etc.)
- General bookstore operations (retail, merchandise, customer service, etc.)

Vendors are encouraged to clearly indicate which portion(s) of the scope their proposal addresses. A Vendor may submit:

- A comprehensive proposal covering all services
- A proposal covering course materials only
- A proposal covering bookstore operations only

Optional Addendum Proposal

The University of North Carolina Asheville invites proposals from qualified vendors to oversee student mail operations within the Highsmith Student Union (adjacent to/shared footprint with the bookstore). The Student Mail Center provides mailbox services, package intake and distribution, and serves as a central hub for student communications. The selected provider should offer reliable, secure, and innovative solutions that streamline operations, integrate technology, and ensure responsive service to meet the needs of the entire student body. This proposal may be included as part of a vendor's overall submission but must be clearly priced and presented as a separate, stand-alone option that the University may evaluate independently.

2.11 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

BAFO: Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.

BUYER: The employee of UNC Asheville or Other Eligible Entity that places an order with the Vendor.

CONTRACT LEAD: Representative of UNC Asheville who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to UNC Asheville and who will administer the contract for UNC Asheville.

QUALIFIED PROPOSAL: A responsive proposal submitted by a responsible Vendor.

Vendor: _____

RFP: Request for Proposal

STATE: The State of North Carolina, including any of its sub-units recognized under North Carolina law.

STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.

UNC ASHEVILLE: The University of North Carolina at Asheville is one of 17 schools in the State University System. Also referred to herein as “The University” or “University”.

VENDOR: Supplier, contractor, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.1 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.2 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in UNC Asheville’s best interest.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single Vendor for all line items, UNC Asheville reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to UNC Asheville to do so.

UNC Asheville reserves the right to waive any minor informality or technicality in proposals received.

3.3 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the [Instructions To Vendors](#) entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract

Vendor: _____

award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.4 PROPOSAL EVALUATION PROCESS

UNC Asheville shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. UNC Asheville reserves the right to waive any minor informality or technicality in proposals received. Only responsive submissions will be evaluated.

UNC Asheville will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the [RFP SCHEDULE](#) Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and UNC Asheville reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of UNC Asheville.

At the date and time provided in the [RFP SCHEDULE](#) Section above, unless modified by Addendum, the proposal from each responding Vendor will be accessed via the eVP and all offers (except those that have been previously withdrawn, or voided bids) will be noted. Since negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be noted at the time of opening. Interested parties are cautioned that proposals and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's final position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, UNC Asheville will make award(s) based on the evaluation and post the award(s) to *the* electronic Vendor Portal (eVP), [North Carolina electronic Vendor Portal](#), under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to UNC Asheville.

UNC Asheville reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with UNC Asheville.

3.5 EVALUATION CRITERIA

A Bookstore RFP Committee including faculty, staff, and student representatives will make a recommendation to University leadership to award a contract to the Vendor who is determined to best meet the needs and objectives of the University. Vendors are encouraged to propose innovations.

The Committee will consider a number of criteria in combination in evaluating the proposals submitted. These criteria with weight distributions include:

- a) Pricing (course materials, supplies and merchandise for students) and Financial return to the University (provide detail on [Attachment A](#)) - 35%
- b) Course Materials Management and Technical Capabilities - Assesses the efficiency and effectiveness of the course materials process and system for faculty adoptions, student ordering, accessing and/or delivery of course materials and the ability to connect with the University's LMS. This criteria also includes how the vendor assists faculty with textbook adoptions, the vendor's ability to provide timely course material fulfillment, and sufficient stock for course adoptions. - 20%
- c) Bookstore Operations and Merchandise Inventory - Assesses the efficiency and effectiveness of the vendor's bookstore operations including a robust website platform, their policy for handling order errors or returns, overall student satisfaction practices, as well as vendor's ability to consistently procure and provide a substantial variety of merchandise in-store and online that includes University emblematic merchandise. - 20%
- d) Experience and Qualifications - Assesses vendor's track record and organizational stability. Evaluates vendor's experience and past success with projects of similar size, scope, and complexity as well as the organizational structure and experience level of key personnel who will be working on the contract. -15%
- e) Commitment to University Programs and Events - Assesses the vendor's ability to support university events, including athletic, faculty, admissions and student events and programs, as well as being an important partner with the University for the recruitment and retention of students. -10%

3.6 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete [ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR](#). In addition to any other evaluation criteria identified in this RFP, UNC Asheville may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of UNC Asheville:

- a) Total cost to UNC Asheville
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of UNC Asheville's information and intellectual property
- e) Availability of pertinent skills

Vendor: _____

- f) Ability to understand UNC Asheville's business requirements and internal operational culture
- g) Particular risk factors such as the security of UNC Asheville's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.7 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University's needs as described in this Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a proposal in its entirety.

3.8 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support UNC Asheville's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete [ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION](#).

4.1 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for UNC Asheville to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with [Section 2.7](#).

The purpose of this Contract is to secure professional management services for the University's campus bookstore, in accordance with the requirements and specifications outlined herein. The awarded Vendor shall be responsible for, but not limited to, the day-to-day operation of the bookstore, including the procurement and sale of

Vendor: _____

course materials, general books, technology items, school supplies, University-branded merchandise, and other approved products. The awarded vendor will also ensure that services are delivered in a manner that supports student success, provides value to the campus community, and enhances the overall student and academic experience.

A complete list of the Scope of Work that the awarded Vendor will provide is included in [Section 5](#).

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing the [ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION](#). UNC Asheville is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify UNC Asheville within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Lead may require annual recertification of the vendor's financial stability.

4.3 REFERENCES

Vendors shall provide at least three (3) references, using [ATTACHMENT F: CUSTOMER REFERENCE FORM](#), for which your company has provided Services of similar size and scope to that proposed herein. UNC Asheville may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal.

4.4 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with UNC Asheville. As part of Vendor background the details below must be provided to UNC Asheville:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a

Vendor: _____

statement it is aware of none;

- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor’s responses to these requests shall be considered to be continuing representations, and Vendor’s failure to notify UNC Asheville within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any sub Vendor utilized by Vendor to perform Services under this contract.

4.5 VENDOR’S REPRESENTATIONS

Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. “Professional manner” means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

If the proposal results in an award, the Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

The University is interested in receiving proposals that include Vendor’s vision of the future role of college bookstores along with suggestions and thoughts regarding additional services and improvements that might be offered to meet the current and future needs of the University.

5.1 SCOPE OF WORK – BOOKSTORE OPERATIONS - GENERAL

Please describe your ability to meet the following requirements for the University. See other sections for more specific requirements related to each aspect of operations.

- 5.1.1 The Vendor will provide all required and recommended course material in a timely manner (before the first day of class) and in sufficient quantities to meet projected enrollment demands. The Bookstore Manager is highly encouraged to meet with all Academic Administrative Associates/Faculty on a semester basis to help coordinate and generate solid working relationships to ensure their assistance in the textbook adoption process.
- 5.1.2 The Vendor will manage a process/platform for obtaining course material information from faculty, which is easy to follow, requires a minimum amount of faculty effort, and provides sufficient time to select and order materials.
- 5.1.3 The Vendor will provide an electronic ordering system to enable students to purchase course materials and supplies on-line, including the option of textbook pre-pack, which would allow students to have physical materials packaged and waiting for them when they arrive for classes, or delivery to an address at students' expense. All Access models also must include options for students to pick up physical materials at the Bookstore or deliver to an address at students' expense. If a student opts out of an All Access program they must be able to order their course materials in the electronic ordering system. Vendor must ensure that its electronic ordering system is fully accessible to individuals with disabilities.
- 5.1.4 The Vendor will furnish a wide selection of current trade, academic, and technical literature in support of academic disciplines at the university.
- 5.1.5 University students and faculty shall have the option of selecting from new, used, digital and rental textbooks and open education resource materials. Faculty shall also have the option of creating course packs.
- 5.1.6 The Vendor shall provide digital books and/or open education resources (OER) when available, even if not specifically adopted by the faculty member teaching the course.
- 5.1.7 The Vendor will offer a significant selection of "soft goods", such as school and office supplies, University emblematic apparel, memorabilia, spirit items, computer supplies and software, art supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other bookstores and retail establishments in the surrounding area.
- 5.1.8 The Vendor shall have the right to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores in the bookstore, online and at Rocky's Doghouse (see 5.2.1). University shall reserve the right to review vendors' sources, to ensure business practices by all University suppliers reflect the University's core values. The vendor has no exclusive rights on departmental supply sales or provisions.
- 5.1.9 The Vendor will honor the following exclusive rights contracts the University is bound to (and renewals thereof containing substantially similar terms to the extent they impact Vendor): the food service contract, the athletic apparel contract and athletic multi-media rights holder (UNC Asheville Sports Properties), and beverage contract.

Vendor: _____

- 5.1.10 University grants Vendor the right, subject to University's published brand standards, to use the University's official seal, logo, typography, and associate trademarks and services marks on the Store's Internet site, signage and collateral materials, and stationery, soft goods, notebooks, writing instruments and other goods traditionally sold in college and university bookstores. University will not grant such right to any other online or brick-and-mortar retail bookseller during the term of this Agreement. This Section does not prohibit the current use by the University's Athletic Association or UNC Asheville Sports Properties.
- 5.1.11 The Vendor is expected to purchase and maintain university branded apparel and merchandise in a timely fashion to ensure the bookstore is well-stocked with these items at all times, particularly at the start of each semester and during specific admissions/enrollment periods such as admitted student days, orientation etc.. Purchasing and obtaining new selections for the bookstore must be handled without undue delay, as the University reserves the right to seek alternative vendor solutions if responsiveness is not satisfactory.
- 5.1.12 The Vendor is to become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer books, special merchandise and/or assistance based upon the University's ongoing and unique activities.
- 5.1.13 The Vendor will provide for the sale of graduation regalia and the sale of commencement announcements and paraphernalia in cooperation with the university. Regalia sold shall be manufactured with recyclable material to the extent possible. The Vendor will also assist faculty in obtaining regalia.
- 5.1.14 The Vendor will market new products, in-store sales specials, and faculty authored books.
- 5.1.15 The Vendor shall assume sole responsibility for the complete provisioning, decorative outfitting, and non-cleaning/repairing maintenance of the designated showrooms for the duration of the contract period. The Vendor agrees to supply all necessary items to outfit the showrooms, which shall include:
 - 5.1.15.1 External Inventory: Sourcing, procuring, and managing all specialty goods and fixtures not present within the Vendor's standard inventory.
 - 5.1.15.2 Internal Inventory: Providing and managing all goods, furnishings, and supplies that are available from the Vendor's existing stock.
 - 5.1.15.3 The Vendor's upkeep obligations include the replacement of supplies and minor repairs and replacements to Vendor supplied items. This explicitly excludes housekeeping services and maintenance repairs to UNC Asheville owned furnishings. which shall remain the responsibility of UNC Asheville.
- 5.1.16 The Vendor will develop and provide a professional web site that can be used for marketing and allows customers to make secure and manage online purchases (including links to the Athletic on-line store), supports a faculty textbook adoption platform, provides student course materials ordering and/or Opt -In/Out of All Access programs, etc. Vendor is encouraged to utilize enhanced web based and innovative communication tools to further market and connect with the campus community and alumni as appropriate and in coordination with UNC Asheville's Communications and Marketing Department.
- 5.1.17 The Vendor will purchase a sponsorship package of additional marketing and promotional opportunities through UNC Asheville Sports Properties, the Athletic Department's third-party multi-media rights holder. Vendor's sponsorship package may consist of multi-layered marketing assets including, but not

Vendor: _____

limited to:

- Signage at venues where UNC Asheville Sports Properties retains the marketing rights
- Gameday Program ads
- In-game promotions
- Social media promotions
- Digital marketing
- Email blasts
- Tickets

In Attachment A, please submit the maximum total dollar value vendor would commit to spending towards an athletics sponsorship annually through the duration of the vendor agreement with UNC Asheville. A 5% annual escalator in sponsorship is encouraged.

5.2 SCOPE OF WORK - PHYSICAL BOOKSTORE LOCATIONS, OPERATIONS HOURS, HISTORICAL SALES AND GENERAL INFORMATION

The Bookstore is located in the Highsmith Student Union with significant exterior visibility. It is approximately 7,239 square feet with the following break-out:

Space	Square Footage
Retail	5,259
Stockroom/Storage	1,376
Office and Miscellaneous	604
Total	7,239

5.2.1 There is an additional 358 square feet of retail space known as Rocky's Doghouse in a prominent location in the Kimmel Arena in the Sherrill Center which hosts over 100,000 annual visitors. This arena is where men's and women's basketball games are played, commencement is held twice a year and several university events (such as admitted student day) are hosted.

5.2.2 The University shall provide the following services to the Bookstore in accordance with University's standards at no cost to Vendor, except as otherwise noted:

- Internal and external building maintenance, including, but not limited to, plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows, and doors;
- Pest control services on the regular University schedule;
- Parking for Vendor's employees in common with other authorized parkers in a location approved and provided by University (Vendor's employees must abide by all applicable parking regulations and pay for a parking permit at the same rate as is paid by University employees)

Vendor: _____

- Local telephone/data service including all equipment and lines (toll charges to be charged at same rate charged to University departments)
- Reasonable access to University’s telecommunications and network systems as required to install, at Vendor’s sole expense, IT lines and associated connectivity for Vendor’s systems;
- Building standard utilities.

5.2.3 Vendor will maintain regular operating hours in the Bookstore Monday-Saturday as agreed with University. Hours of operation will be extended as needed during back to school rush and for special events such as Admissions Open House, Admitted Students Days, Orientation etc. Operating hours at Rocky’s Doghouse will coincide with events in the Sherrill Center and will be provided to Vendor in advance.

5.2.4 Vendor will facilitate author signings and receptions in the Bookstore, and where requested, at on-campus author signings, receptions, presentations and lecture series. At these events, Bookstore must have full capacity to conduct point-of-sale transactions in a PCI compliant secure manner and accept various payment methods such as cash and credit/debit cards, along with providing printed/digital, itemized receipts to customers at these events at point of sale. While the Vendor will not have exclusive rights to special events on campus, the University will make every effort to offer Vendor the opportunity for sales at such events at a variety of campus locations when possible.

Sales for the past five fiscal years are as follows:

UNC Asheville	Actual	Actual	Actual	Actual	Actual
Sales	FY21	FY22	FY23	FY24	FY25
Used	64,791	47,810	45,397	33,492	21,918
New	178,735	99,271	79,913	84,681	69,543
Digital Text	101,740	147,858	148,462	151,982	128,333
Book Rental	93,363	76,904	58,915	42,395	29,745
Gen Books/Non-Emb	8,924	11,042	14,694	11,220	18,435
Supplies	20,881	27,828	25,411	21,579	20,198
Apparel	129,957	195,598	173,677	176,659	139,193
Gift	32,121	42,561	31,175	26,773	22,329
Graduation	0	0	0	38,634	39,709
Convenience/Misc	43,958	66,950	74,544	47,081	36,579
Technology	15,726	24,760	34,197	24,782	36,199
Other Sales	3,505	4,828	2,350	3,865	3,844
Course Materials	438,628	371,843	332,687	312,549	249,540
General Merch.	255,073	373,568	356,047	350,593	316,487
Total Collected Sales	693,700	745,411	688,735	663,142	566,027

5.3 SCOPE OF WORK – BOOKSTORE MANAGEMENT & PERSONNEL

Please provide information indicating the following:

- 5.3.1 The person identified by the Vendor to manage the Bookstore must have experience with consistently increasing revenues in the management of university bookstores of the size and complexity as the one located at UNC Asheville. This person must be outgoing, a proven merchandiser along with a strong marketing background, good communicator, proven leader, and must have exhibited the ability to work effectively with university students, faculty, and staff. Please note the university in its sole discretion must approve of the designated Manager/Vendor's Representative prior to assignment to UNC Asheville. Any changes in management must be known and approved by the University.
- 5.3.2 The university reserves the right to request replacement of the Bookstore Manager and any department manager of the Vendor for actions considered to be not in the university's best interest or the interest of the university community. Such requests will be taken only after consultation between Vendor and designated university officials.
- 5.3.3 The Vendor shall provide an organization chart of all intended positions in the Bookstore, including permanent and temporary employees. The Vendor needs to ensure a sufficient staff to manage all bookstore operations in both bookstore locations, as well as special events.
- 5.3.4 The Vendor's bookstore management shall work cooperatively with designated university officials in the development and improvement of the Bookstore's program, services and policies. When requested by appropriate officials of the university, the Bookstore Manager and/or his/her designee is also expected to meet with students, parents of students, student groups, deans, directors, department heads, conference and camp staff and vendors, and other faculty members. Notwithstanding such consultation, the Vendor shall remain solely responsible for its business decisions and will assume all of the attended risks.
- 5.3.5 University strongly suggests that at a minimum Vendor conduct an annual survey of students/faculty/staff to solicit input as to customer satisfaction with their performance in operating the bookstore. Customer Survey should utilize the web and be constructed to allow for a year to year comparison of performance levels. In order to ensure statistical reliability, the use of incentive(s) may be utilized to ensure satisfactory participation levels.
- 5.3.6 The Vendor is encouraged to provide employment and student internship opportunities for UNC Asheville students.
- 5.3.7 UNC Asheville seeks to facilitate an environment that supports the right of every member of the University community to learn and work in an environment that promotes fairness, equality and access to its employment and educational programs free of discrimination.
- 5.3.8 The vendor shall comply with all applicable Federal and State laws, including prohibitions on discrimination on the basis of race, color, religion, sex (including gender, pregnancy, sexual orientation, and gender identity), age, national origin, veteran status, or mental or physical disability. The Vendor shall comply with the Americans with Disabilities Act (ADA).
- 5.3.9 All material relating to personnel policies of the Bookstore must be available for review by the University.

5.4 SCOPE OF WORK – COURSE MATERIALS

Vendor, at its cost and expense, shall provide essential services to facilitate the course materials selection and ordering process. The University will facilitate faculty members requiring books, supplies, and materials for their course(s) to submit their Bookstore requisitions in a timely manner.

The Vendor should fully describe their proposed programs (including any All Access models) and pricing that include new and used textbooks, digital material and open educational resources (OER). Provide full information on the benefits of your program, how the Vendor administers it, and savings potential for students with historical information from other implementations. If Vendor proposes an All Access program, a primary goal must be to lower the overall cost of course materials for most students compared to traditional purchasing methods (individual purchase of new, used and/or rental texts; digital materials; course packs; courseware/software) and must include all formats of course materials, including OER (open educational resources) materials, as well as course packs.

Please provide information indicating the following:

- 5.4.1 Process for contacting in a timely manner all faculty members for their textbook and supply adoptions.
- 5.4.2 Description of electronic processes/platform for faculty adoptions, including flexibility and ease of use.
- 5.4.3 Higher Education Opportunity Act (HEOA): The Vendor must be familiar with relevant provisions of the HEOA and will be required to ensure that the University is compliant with requirements of the HEOA to the extent that the operations and management of the Bookstore can directly impact such compliance.
- 5.4.4 Please describe how Vendor will work with faculty in a consultative manner to select materials which may lower the cost of course materials and educational supplies to students while meeting the faculty's objectives for courses taught.
- 5.4.5 Please describe Vendor's access to publishers in detail:
 - 5.4.5.1.1 Specific publishers covered: List all publishers included in the offering.
 - 5.4.5.1.2 Number of publications: Indicate the number of publications available from each publisher.
 - 5.4.5.1.3 Access changes: Detail any projected changes to access or availability.
- 5.4.6 Please describe how pricing can adjust within any proposed All Access Program as course selections move to more digital and OER materials from year to year.
- 5.4.7 Please describe how Vendor will work with the University and publishers to obtain faculty-authored works and custom materials, including digital books and enhanced digital materials for digital native learners. "Enhanced" in this context refers to incorporating interactive elements like videos, audio, gamification, and simulations to increase engagement and cater to the learning styles of digital natives.
- 5.4.8 Vendors must exert every effort, working with the university and its faculty, to ensure the prompt and timely availability of the faculty's course materials. Timely availability is defined as materials available prior to the first day of classes. Any changes to vendor systems/platforms must have advanced communication plans and responsible staff on hand to ensure smooth transitions and immediate responses and solutions to problems that may occur (e.g. students not being able to access digital course materials in the University LMS). Please describe the management support structure beyond

local management or store staff (as well as recovery strategies) to deal with system transitions, breakdowns, troubleshooting etc..

- 5.4.9 Vendors must specifically address in their proposal how the order processing and delivery of emergency late textbook adoptions shall be handled.
- 5.4.10 Vendors must provide a web site for the university Bookstore and give students the option of placing course materials orders online, including secure features and ease of use. If an All Access Program is proposed, the vendor web site must provide an easy Opt-Out or Opt-In process that easily connects with the University's accounting system (Banner) to allow for immediate changes to the students' account balances based on their actions.
- 5.4.11 The web site must provide course materials information that includes compliance with the Higher Education Opportunity Act. Students must have the option of picking up physical textbook materials at the Bookstore or having physical materials shipped to an address, at the student's expense.
- 5.4.12 All digital, OER, courseware/subscription materials must easily be accessible to students through the University's Learning Management System. Vendor must proactively and consistently work with the University LMS Specialist to ensure all digital course adoptions are available to all students in the University LMS in a timely manner and when any system/platform changes are planned or come up unexpectedly.
- 5.4.13 The Vendor shall provide textbooks and course materials to students enrolled in classes held at campus, as well as those participating in distance education courses, with special ordering and delivery provisions to meet the off-site requirements of these students
- 5.4.14 Provide a schedule by academic year of your proposed gross margin for course materials required for classes.
- 5.4.15 Please address how you handle copyright clearance issues.

5.5 SCOPE OF WORK – BOOKSTORE PURCHASES

The Vendor must accept major credit cards including but not limited to MasterCard®, Visa®, Discover®, American Express®; ATM Cards; Corporate and State Purchasing Cards; and cash for payment of purchases. Card machines must include the option of emailing receipts to purchasers. The Vendor shall be solely responsible for the collection of any debts resulting from checks, charge cards or otherwise. No transaction fee will be assessed for credit card purchases without the approval of the University. The Vendor must provide a letter documenting Payment Card Industry (PCI) compliance.

Vendor shall also accept RockyCard general fund balances as payment and approved financial aid balances and ensure integration with the University financial system (Banner). Vendor shall work with the University and the University's dining services vendor on the possibility of accepting declining balances students have on their Rocky Card (Bulldog Bucks).

The Vendor shall only accept department purchases by payment on a University Purchasing Card with the exception of accounts for the cashier, registrar and financial aid. Vendor should submit invoices for these department charges with appropriate documentation by the 15th of the following month.

Vendor: _____

5.6 SCOPE OF WORK – NON-COURSE MATERIAL MERCHANDISE

Vendor must sell all non-book merchandise at prices based on margins not higher than the normal gross profit margins for such merchandise within nationally accepted standards for such pricing with respect to the college and university bookstore market. Please specify the merchandise that will be carried and gross margins that you will use in categories such as the following:

General merchandise

1. Logo clothing
2. Logo merchandise
3. Computer supplies
4. Computer software
5. Calculators
6. Paper and composition books
7. Writing instruments
8. Snacks and beverages
9. Greeting cards
10. Gift items
11. Art supplies
12. Other educational supplies
13. Other merchandise (such as Commencement announcements, rings or other paraphernalia)
14. Graduation caps and gowns for students and faculty members.

5.7 SCOPE OF WORK - SALES DISCOUNTS and Annual Credits

The Vendor shall provide sales discounts on merchandise, excluding textbooks, as follows:

Constituency	Minimum Discount
Faculty and Staff	20%
Retired Faculty and Staff	10%
University Departments	20%
Alumni & Donors to UNCA	10%

In addition, the Vendor shall provide an annual credit (that can be written off as a donation) for emblematic apparel that can be used for University student events/programs.

5.8 SCOPE OF WORK - FINANCIAL ARRANGEMENTS & REPORTING

On an annual basis, UNC Asheville seeks a minimum guaranteed payment or a percentage of sales, whichever is greater, for the retail location. Payment shall be made on a monthly basis within thirty (30) days following the end of each month effective with the beginning of performance on the contract and continuing through the life of the

Vendor: _____

agreement. The final payment of the contract year will include any adjustments required by the Guaranteed Minimum/Percentage of Sales formula.

Provide a sample of your proposed report of operations which supports the payment to the University.

5.9 SCOPE OF WORK - REFUND POLICY

The Vendor shall post, in conspicuous places, Bookstore policies for refunds, buy-backs and exchanges. The Vendor shall provide for a refund of in-store and online purchases according to the University Bookstore's [current refund policy](#) or according to another policy, approved by the University, which offers similar flexibility as the current refund policy of the University.

Textbooks purchased during the last 2 weeks of class or during exams may be sold back under the standard buyback policy.

In addition, upon proof of drop/add, course material returns will be allowed from students who have dropped a course up to thirty (30) days from the first day of classes or until the end of the official campus drop/add period, whichever comes first.

5.10 SCOPE OF WORK - VERIFICATION OF PRICING POLICIES

UNC Asheville may request at any time and shall receive from the Vendor clear evidence that the above pricing policies are being followed. The Vendor must provide such information within five (5) business days following the receipt of the University request. The Vendor will partner with departments to pursue multi-year adoptions and other best practices to reduce course materials costs for students and provide other benefits for the UNC Asheville community.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

The UNC Asheville Contract Lead or appointed representative shall spot check work performed by the vendor. In the event of work performance deficiencies, the Contract Lead shall notify the vendor. Notification may be verbal or written. The University may choose to require the vendor to rectify the deficiency within three (3) working days from time of notification.

6.1 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall be required to agree to provide transition assistance to UNC Asheville, at the option of UNC Asheville, up to three months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to UNC Asheville or its designees. If UNC Asheville exercises this option, the Parties agree that such

Vendor: _____

transition assistance shall be deemed to be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. UNC Asheville shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.2 DISPUTE RESOLUTION

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to UNC Asheville's Contract Lead for resolution. Any claims by UNC Asheville shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by UNC Asheville and Vendor. Amendments to the contract can only be through the contract administrator.

6.4 USE OF THIS CONTRACT BY UNC SYSTEM

By entering into an agreement with UNC Asheville as a result of this Request for Proposals, Vendor agrees to honor the prices, terms, and conditions of this agreement with any other University of North Carolina institution, including any of the 17 University of North Carolina constituent institutions and University of North Carolina General Administration, at that University of North Carolina institution's option, in a separate, written agreement between Vendor and the other University of North Carolina institution. Should another University of North Carolina institution choose to enter into a separate agreement with Vendor with terms similar or identical to an agreement resulting from this Invitation for Bids/Request for Proposals, UNC Asheville shall not be responsible for payments or other obligations contained in that separate agreement.

6.5 ACH PAYMENT AGREEMENT

Vendor agrees to receive all payments from the University of North Carolina at Asheville via Automated Clearing House (ACH) direct deposit. Vendor shall provide accurate and complete banking information on the University's required ACH enrollment form via the PaymentWorks platform prior to the issuance of any payments. Any changes to banking information must be submitted via PaymentWorks. Failure to submit updated banking information may result in delay or disruption of payment. The PaymentWorks platform uses security protocols and encryption standards to ensure the secure transmission and processing of payment and banking information.

6.6 EARLY TERMINATION CLAUSE

UNC Asheville may at any time and for any reason terminate Vendor's services and work at UNCA's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Vendor shall be entitled to be paid only for work actually performed and for proven costs incurred as a direct result of the termination. Vendor shall not be entitled to any claim or claim of lien against UNCA for any additional compensation or damages in the event of such termination and payment.

Attachments to this RFP begin on the next page.

Vendor: _____

ATTACHMENT A: FINANCIAL RETURN TO UNIVERSITY

Note: Items listed on this Financial Return Form are in addition to all other financial information outlined in this RFP. Provide the following information:

COMMISSION AS A PERCENT OF SALES: Year 1 (%) Year 2 (%) Year 3 (%) Year 4 (%) Year 5 (%)

MINIMUM ANNUAL GUARANTEE: Year 1 (\$) Year 2 (\$) Year 3 (\$) Year 4 (\$) Year 5 (\$)

TRANSITION PAYMENT:

(Payable at the Commencement of the Contract)

Total Transition Payment

ADDITIONAL FINANCIAL INCENTIVES (e.g., Athletic Sponsorships, Textbook Scholarships, General Scholarships, Faculty/Staff Discounts, Retired Faculty/Staff Discounts, Department Discounts, Alumni & Donor Discounts, Annual credits for emblematic apparel, Sponsorships, etc.):

Year 1 (\$) Year 2 (\$) Year 3 (\$) Year 4 (\$) Year 5 (\$)

FACILITY INVESTMENT: (Depreciated Over Five Years)

Total Investment

TECHNOLOGY INVESTMENT:

Total Investment

Vendor: —

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

[Vendor Forms | NC DOA](#)

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[Vendor Forms | NC DOA](#)

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this RFP is a separate document that can be found at the following link:

[Vendor Forms | NC DOA](#)

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this RFP is a separate document that can be found at the following link:

[Vendor Forms | NC DOA](#)

ATTACHMENT F: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this RFP is a separate document that can be found at the following link:

[Vendor Forms | NC DOA](#)

ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this RFP is a separate document that can be found at the following link:

[Vendor Forms | NC DOA](#)

Vendor: _____

ATTACHMENT H: SAMPLE CONTRACT ACCEPTANCE FORM



UNIVERSITY OF NORTH CAROLINA ASHEVILLE CONTRACT ACCEPTANCE FORM FOR VENDOR AGREEMENT

This Agreement is between the University of North Carolina at Asheville (**University**) and [vendor name] (**Vendor**), existing under the laws of the state of _____ with a business address at _____, concerning _____.

WHEREAS, Authority exists in law and funds have been budgeted, appropriated or otherwise made available for encumbering and subsequent payment of this contract, with a maximum contract price not to exceed \$_____; and WHEREAS, the Vendor was selected in accordance with State law including bid requirements, if any, NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, **the Parties agree as follows:**

1. This Agreement consists of this Contract Acceptance form and the following documents, incorporated herein by these references:
 - a) This Contract Acceptance Form and Special Provisions;
 - b) North Carolina General Contract Terms and Conditions;
 - c) UNC Asheville Purchase Order Terms and Conditions; d) RFP 64-770
 - e) The Vendor's response to RFP 64-770
2. Any conflict among the various components that constitute this Agreement shall be resolved in the order of priority listed in section 1 above.
3. The **Effective Date** of this contract shall be the date that it is signed by or on behalf of the University below, or on a later date if specified in the RFP or an attachment hereto. The **Expiration Date** shall be: July 1, 2026. **Under no circumstances shall the Vendor perform work or incur costs prior to the Effective Date or after the Expiration Date, and the University shall not be liable for any charges for work done or costs incurred in violation of this provision.**
4. The University is authorized to expend only the sums shown on the Purchase Order for the goods and/or services to be provided hereunder. Financial obligations of the University payable after the current fiscal year for goods and services to be provided under this Agreement are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available as evidenced by the issuance of a Purchase Order. An event of non- appropriation shall not be deemed a default under this Agreement; and, in the event of non-appropriation, University shall have no further obligation to the Vendor and Vendor's recourse shall be expressly limited to the equipment that is the subject of its purchase money security interest. A Purchase Order will be issued after receipt of this Contract Acceptance Form.
5. Except as provided in paragraph 4 herein, any provision in the Vendor Contract imposing financial liability upon the University, whether such liability be conditional, contingent, indemnity, or otherwise, shall be considered null, void, and unenforceable.
6. University and its employees are self-insured through the State and are entitled by law to certain immunities. Any provision of this Agreement imposing insurance requirements upon University shall be considered satisfied by such self-insurance. No provision contained in the Vendor Contract shall be construed as a waiver of any governmental immunities provided by law.
7. A party will be considered in default of its obligations under this Agreement if such party fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for 30 days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement effective the date specified in the notice, and may seek such other and further relief as may be available at law or in equity.
8. Any legal proceeding arising from this Agreement shall be filed and tried, if at all, in the courts of North Carolina.
9. This Agreement is intended as the complete integration of all understandings between the parties. No prior or

Vendor: _____

contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and approved by University. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Executed and approved as of the latest date shown. The University's Designee shall sign last.

VENDOR SIGNS HERE FIRST

By: _____ Title: _____

Printed name: _____ On behalf of [Vendor name]

Date: _____

CORPORATIONS:

(If the vendor is a Corporation, a corporate seal or attestation is required.)

Attest (Seal) By: _____

(Corporate Secretary or Equivalent)

UNIVERSITY SIGNS HERE LAST

Vice Chancellor or Designee:

_____ Date: _____