

REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	UAPB A218	Solicitation Issued:	April 13, 2026
Description:	Bookstore Operations and Management Services	Type of Contract:	Term
Agency:	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	May 27, 2026	Bid Opening Time:	11:00 a.m., CST
<p>Deliver proposal submissions for this Request for Proposal to UAPB Procurement Office on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB.</p>			

DELIVERY OF RESPONSE DOCUMENTS			
Submit To:	UAPB Procurement Department P.O. Box 4979	F.O.B.	UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601
Messenger:	1200 N. University Drive Office of Procurement Administration Bldg., Room 102 Pine Bluff, Arkansas 71601		
<p>Delivery providers, USPS, UPS, and FedEx deliver mail to UAPB street address on a schedule determined by each individual provider. These providers will deliver to UAPB based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. Late bids- bids enroute, bids left at locations other than the Office of Procurement by special carrier or other will not be considered if they are not in the Office of Procurement by or before the time as indicated on this IFB document as "Bid Opening Date and Time."</p>			
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> Solicitation number Date and time of bid opening Prospective Contractor's name and return address 		

THE UNIVERSITY OF ARKANSAS AT PINE BLUFF PROCUREMENT CONTACT INFORMATION			
UAPB Official:	Alisha Lewis	Official Phone Number:	(870) 575-8735
Email Address:	lewisal@uapb.edu	Official Fax Number:	(870) 575-4647
UAPB Website:	http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1. ***Do not provide responses to items in this section unless specifically and expressly required.***

1.1 INTRODUCTION

The University of Arkansas at Pine Bluff (UAPB) is issuing this Request for Proposal (RFP) to engage a qualified firm with demonstrated expertise in campus bookstore operations, retail management, course materials distribution, and auxiliary services within higher education. The selected firm will partner with the University to provide comprehensive, student-centered bookstore management services that support UAPB's mission, enhance the campus retail experience, ensure timely and affordable access to course materials, and strengthen the long-term financial sustainability of bookstore operations.

The University is located in the heart of the Arkansas Delta region, UAPB is an 1890 Land- Grant Historically Black College and University (HBCU) with a diverse population, competitive degree offerings, and distinguished faculty. For more than 150 years, the University has fostered an environment of learning, growth, and productivity while providing students with opportunities to advance academically and professionally. UAPB is the second-oldest public university in Arkansas and the only public HBCU in the state. Its historic mission is to provide education in agriculture, the mechanical arts, scientific and classical studies, and to help address economic, agricultural and community challenges at the local, state and regional levels. seeks to hire well-qualified candidates who will be comprehensively vetted for these senior level positions. UAPB offers more than 30 undergraduate and mater's programs, as well as the state's only PH.D. in aquaculture and fisheries. The university's bachelor's degree program in regulatory science is designated Center of Excellence by the U.S. Department of Agriculture.

The University's fall semester begins usually in mid-August of each year. The current Bookstore is operated by Follett, and reports to the Vice Chancellor for Finance and Administration. The selected contractor shall operate the UAPB Bookstore in accords with the highest standards and practices for college bookstores in the industry. Contractor shall operate the bookstore twelve (12) months per year. The bookstore's normal hours of operation and holiday closing schedule shall be mutually approved by contractor and UAPB. Hours of operation for peak times such as registration periods, and all special campus events, shall be extended or adjusted to coincide with demands of the campus.

1.2 BACKGROUND

- A. The University's fall semester begins usually in mid-August of each year. The current Bookstore is operated by Follett and reports to the Vice Chancellor for Finance and Administration. The
- B. The University enrollment figures for the last five years are indicated below.

Fall 2025 - 1926
Fall 2024 – 2005
Fall 2023 – 2100
Fall 2022 – 2658
Fall 2021 – 2513

- C. The University of Arkansas at Pine Bluff is currently operated and managed by Follett and it is located on the campus. It is located in the newly renovated L.A. Davis Student Union. The UAPB bookstore website is <https://www.bkstr.com/uapbstore/home>
- D. **See Exhibit A – Commission**
- E. The University of Arkansas Bookstore operates under the following hours:
Mon – Fri: 9:00am – 4:00pm

1.3 **PURPOSE**

The purpose of this Request for Proposal (RFP) is to receive proposals for contracting the operations of the UAPB Bookstore.

The University's objectives for the Bookstore management and operation are listed below. It is expected that the Contractor shall adopt the following objectives for the management and operation of the Bookstore:

1. To provide the University community with a full range of merchandise and services expected from a quality academic bookstore, including textbook rentals and digital textbooks.
2. To have enough textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specific times the items are needed.
3. To ensure that the textbooks and editions of textbooks (whether paper or electronic) are specified by the University are available for sale.
4. To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the University.
5. To offer a significant selection of "soft goods" such as office supplies, incidental household goods for resident students, personal care items, University emblematic apparel, memorabilia and other miscellaneous items.
6. To provide timely response to customers requiring special order literature and other such materials.
7. To provide textbooks and other quality merchandise to the University community under pricing policies that are both fair and competitive for like or similar quality, as compared to other university bookstores and with retail establishments in the surrounding area.
8. To keep appraising new merchandise of interest to the University community.
9. To minimize out-of-stock situations in textbooks.
10. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
11. To meet the bookstore needs of the patrons with various disabilities. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore.
12. To provide employment opportunities for students.
13. To become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandising and other assistance based upon the University's ongoing and unique activities.
14. To be familiar with and discuss provisions of the Higher Education Opportunity Act of 2008, Textbook Division, as well as State of Arkansas Act 175 of 2007 related to regulation of textbook sales and prompt notice of adoption of textbooks for state-supported institutions of higher education.
15. To provide the option of online purchasing textbooks and other merchandise.

1.4 **CONTRACT TERM AND TERMINATION**

- A. As a result of this RFP, this contract is a term contract that will be awarded to a **Single** Contractor.
- B. The anticipated starting date for any resulting contract is **July 1, 2026**, except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by UAPB for up to **three (3)** additional one-year terms or portions thereof, not to exceed six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.5 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the University.

ACTIVITY	DATE
RFP Release to Prospective Contractors	April 13, 2026
Mandatory Pre-Bid Conference & Tour of Bookstore	May 14, 2026, at 10:00 A.M. CST at 1500 LA Prexy Davis Drive, Room 213
Deadline for Prospective Contractor Questions	May 18, 2025, 12:00 P.M. CST
Deadline for UAPB to respond to questions	May 20, 2026, 4:00 P.M. CST
Proposal Due Date	May 27, 2026, 11:00 A.M.
Evaluation Period*	June 1– 8, 2026
Interview Topmost Qualified (If Needed)*	June 16, 2026
ALC Review*	TBD
Award Contract*	July 1, 2026

1.4 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all requirements in the Requirements Section(s) of the RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor’s bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.5 DEFINITION OF TERMS

- A. The UAPB Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this Solicitation.
- D. “Contractor” means a person who sells or contracts to sell commodities and/or services.
- E. The terms “Request for Proposal”, “RFP,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- F. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. “Proposal Submission Requirement” means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- H. “Requirement” means a specification that a contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “shall” or “must” in the requirement.

- I. "UAPB" means the University of Arkansas at Pine Bluff. When the term "UAPB" is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. "University" or "Owner" Shall be interpreted to mean **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff.**

1.6 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal *Packet*.
 - a. Original signed *Proposal Signature Page*. (See Technical Proposal *Packet*.)
 - b. *One (1) original hard copy of the proposal response package which includes:*
 - i. Technical Proposal response to the information for Evaluation section included in the Technical Proposal *Packet*. **Proposal response must be in the English language.**
 - ii. Response to the Official Bid Price Sheet which is the cost section. Pricing **must** be proposed in U.S. dollars and cents
 - iii. To allow time to evaluate proposals, the costs **must** be valid for 120 days following the bid opening.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet In addition to the original Technical Proposal *Packet* and the Response *Package*, the following items should be submitted.

1. Additional Copies of the Technical Proposal *Packet*
 - a. Five (5) hard copies (marked "COPY") of the Technical Proposal Response *Packet*.
 - b. one (1) electronic copy of the Technical Proposal with the Technical Response *Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
 - e. If UAPB requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.7 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original Technical Proposal *Packet* and all copies should be arranged in the following order.
 - Proposal Signature Page.
 - Proposed Subcontractor Form
 - Signed Addenda, if applicable.
 - E.O. 98-04 – Contract Grant and Disclosure Form.
 - Equal Opportunity Policy.
 - W-9 Form
 - Combined form for Boycotts and Illegal Immigrant Certification
 - Voluntary Product Accessibility Template (VPAT), if applicable
 - Technical Proposal response to the information for Evaluation section of the Technical Proposal *Packet*.
 - **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 12:00 p.m., Central Time on or before **05/20/2026** to the UAPB official as shown on the front cover of this *Proposal Solicitation* (**Note the Schedule of Events**).
- For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - Prospective Contractors' written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.
- E. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

1.9 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Proposal Signature Page included in the Technical Proposal Packet.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this Bid Solicitation will cause the Prospective Contractor's proposal to be rejected.

1.10 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.11 RESERVATION

This proposal does not commit **UAPB** to pay any cost incurred in the preparation of proposals. Further, **UAPB** reserves the right to accept or reject any or all proposals or any part of a proposal in the best interest of the University. Proposals which fail to comply fully with any provisions of the specifications and proposal documents will be considered invalid and will not receive consideration.

1.12 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Proposal Solicitation* become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).

- B. In accordance with FOIA and to promote maximum competition in UAPB competitive bidding process, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor 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 redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *response packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If UAPB deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.13 **CAUTION TO PROSPECTIVE CONTRACTORS**

1. Prior to any contract award, address all communication concerning this *Proposal Solicitation* through UAPB official.
2. Do not alter any language in any solicitation document provided by UAPB.
3. Do not alter the Official Proposal Price Sheet.
4. All official documents and correspondence related to this solicitation become part of the resultant contract.
5. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so. **Failure to provide performance security shall result in a proposal rejection.**
6. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.

7. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Proposal Solicitation*.

1.14 **REQUIREMENT OF ADDENDUM**

1. Only an addendum written and authorized by UAPB will modify this *Proposal Solicitation*.
2. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening and may or may not include changes to the Proposal Solicitation.
3. The Prospective Contractor is expected to check the UAPB website, <https://uapb.edu/administration/finance-administration/purchasing/bid-opportunities/> for any and all addenda up to proposal opening.

1.15 **AWARD PROCESS**

A. Successful Contractor Selection

1. The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. UAPB may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible or being selected for award.

B. Negotiations

1. If UAPB so chooses, negotiations may be conducted with the highest-ranking Prospective Contractor. Negotiations are conducted at the sole discretion of UAPB.
2. If negotiations fail to result in a contract, UAPB may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time UAPB decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at <https://uapb.edu/administration/finance-administration/purchasing/bid-opportunities/>
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen-day posting period.**
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

D. **ADMINISTRATION RESPONSIBILITY**

1. Any resultant contract of this *Proposal Solicitation* is subject to UAPB approval processes which may include Legislative review.
2. The UAPB Procurement Official will be responsible for award of any resulting contract, and the **Vice Chancellor for Finance and Administration or Designee** will be responsible for administration and contract compliance.

1.16 **BID PROTEST**

In the case of protest associated with this IFB, the protest will be resolved by the Vice Chancellor for Finance and/or the Office of State Procurement.

1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.18 DISCLOSURE OF CONTRACTS OVER \$25,000-GOVERNOR'S EXECUTIVE ORDER 98-04

- No contract for commodities or services greater than \$25,000 and no discretionary grant greater than \$25,000 shall be awarded, extended, amended, or renewed by any agency to any bidder who has not disclosed as required in this proposal with the exception of bidders in Section 3D (emergencies) for goods and services for which disclosure may be obtained after purchase or service.
- Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any bidder, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

1.19 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, UAPB must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hard copy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with UAPB that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Proposal Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically UAPB Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with UAPB may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.23 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks is used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by people who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodation.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.25 RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS AND AMMUNITIONS INDUSTRIES

In accordance with Ark. Code Ann. § 25-1-1002, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries; and (b) agrees for the duration of any Contract not to engage in any boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than \$75,000, or (iii) a contract under which the Contractor's price for the goods or services is at least 20% less than the lowest certifying business.

1.26 CERTIFICATION OF NON-SCRUTINIZED COMPANY

The Respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the Respondent or hold a majority interest in the Respondent. Respondent further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of Respondent, or in a subcontractor to be employed by Respondent.

1.27 TOBACCO FREE CAMPUS

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UAPB, including all vehicles on UAPB property.

1.28 FUNDING OUT CLAUSE

If, in the sole discretion of UAPB, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAPB will not be obligated to pay any further charges for services, beyond the end of the then current period. Contactor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAPB to terminate any Contract awarded in order to acquire similar service from a third party.

1.29 PERMITS/LICENSES AND COMPLIANCE

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractors shall provide copies of all such permits or licenses to UAPB.

1.30 CAMPUS RESTRICTIONS

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents' representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UAPB. Respondents further agree that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invites to bring any explosives, firearms or other weapons onto the campus of UAPB, except to the extent expressly permitted by UAPB policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invites that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or

possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UAPB policies, and federal, state and local laws, ordinances, and regulations.

1.31 BACKGROUND CHECKS

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP on the UAPB campus, whether on a paid or volunteer basis, in a manner requested by UAPB and consistent with procedures established by UAPB for its background checks. No person may perform any duties or services for Contractor on the UAPB campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAPB.

1.32 NO ASSIGNMENT AND SUBLICENSING

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAPB as provide by UAPB's Board of Trustee Policy.

1.33 BEST AND FINAL OFFER

UAPB reserves the right to request an official "Best and Final Offer" from Bid Respondents if it deems such an approach is in the best of the institution. In general, the "Best and Final Offer" will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UAPB. If UAPB chooses to invoke a "Best and Final Offer" option, all responses will be re-evaluated by incorporating the information as requested in the official "Best and Final Offer" document, including costs and answers to specific questions presented in the document. The specific format for the official "Best and Final Offer" request will be determined during evaluation discussions. The official request for a "Best and Final Offer" will be issued by the UAPB Procurement Department.

SECTION 2 – REQUIREMENTS

Do not provide responses to items in this section unless specifically and expressly required.

2.1 SCOPE OF WORK

The University of Arkansas at Pine Bluff (UAPB) seeks to contract with a qualified and experienced contractor to lease, manage, and operate the UAPB Bookstore located on the main campus. The contractor will provide full-service bookstore operations that support the academic mission of the University and meet the needs of students, faculty, and staff.

The contractor shall operate as an independent contractor and will be granted the exclusive rights to operate and market bookstore products and services within the scope of the RFP, subject to the University's policies and branding requirements.

2.2 MANDATORY PRE-PROPOSAL CONFERENCE

There shall be a one-time-only site visit and mandatory Pre-Bid Conference to be held on May 14, 2026, at 10:00 a.m. Interested proposers shall come to the UAPB STEM Building 1500 LA Prexy Drive, Pine Bluff, AR 71601 Room 213

***Failure to attend this conference shall cause for a bid rejection.**

- A. At the conclusion of the visit, we will visit UABB's Bookstore in the Lawrence Davis Student Union.
- B. The contractor will not be allowed any compensation to attend this conference.

2.3 INCUMBENT TRANSITION

The University will ensure that the bookstore space is made available to the awarded contractor at the start of the contract term. The incumbent contract ends 6/30/2026. The incumbent operator will be responsible for removing its inventory, equipment, and property in accordance with its existing agreement with the University.

2.4 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for all operations of said facility, including but not limited, to maintain adequate staffing, inventory, and maintenance not provided by the University. Contractor must agree to conserve utilities and treat all facilities and equipment with prudent care.

The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the University. The Contractor shall adhere to the highest standards of professionalism, cleanliness and general operations. Failure to meet this requirement at any time during the term of the contract shall be considered a material breach.

The University shall have the right to form a Bookstore Advisory Committee composed of students and the University representatives to appraise and evaluate the services, amenities, facility and the entire bookstore operation. If such committee is formed, this committee shall meet periodically with the Contractor's Manager of the Bookstore to evaluate the overall operations, focusing on comments and providing information, which could result in changes or improvements needed to the facility and overall operations. The Contractor's off-campus district or regional supervisor shall attend these meetings as requested.

The Contractor cost of said operations shall include, but not be limited to, the following:

1. Contractor must agree to purchase existing inventory from current vendor under the terms set forth in the existing contract. The terms of the existing contract are available for review upon request.
2. Cost of all staffing required for complete operations of the Bookstore.
3. Cost of maintenance or replacement of all furnishings and equipment. Contractor will be required to fully furnish the Bookstore, including fixtures and equipment.

4. Contractor will provide normal everyday maintenance of the allotted space, furnishings, equipment and related items and the repair/replacement of such to the satisfaction of the University. Normal every-day type maintenance is defined as, but not limited to, changing of light bulbs, replacement of light or electrical outlets, etc.

The University will properly make all repairs to the facilities, which are required as a result of "normal wear and tear" and not caused by negligence of the Contractor or his/her employees. Damages caused by carelessness or negligence of the Contractor or his/her employees or vendors shall be repaired promptly at the Contractor's expense.

Facilities are defined as walls, ceiling, plumbing, light fixtures and floors. All equipment used in the normal every day operation will be Contractor's responsibility to maintain and repair. The University will supply the facilities and utilities. All equipment and furnishings will be the responsibility of the Contractor. Any cost directly and clearly connected to abuse or negligence by the Contractor or its contractors shall be charged to the Contractor. The Contractor shall keep all said furniture, equipment, common area lighting, etc. in a proper condition and repair.

Normal Wear and Tear is defined as the act of wearing under normal use (not abuse): to impair or diminish by use of attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation). Examples of "normal wear and tear" include, but are not limited to, a faucet washer will wear out due to constant use of the unit, a door closer will wear out due to constant use, etc. Examples of items that are not "normal wear and tear" include, but are not limited to, broken knobs of a cabinet, broken switch cover plates, etc.

5. Any additional equipment not included in the initial design of the facility, which requires the use of electricity, must be approved by the Director of Facilities Management before installation.
6. The Contractor will be responsible for the immediate reporting of needed repairs to the Facility of the University. The UAPB Facilities Management will work with the Contractor to make emergency repairs to the UAPB maintained facilities.

Routine service request will be documented on Work Order Forms provided by the Facilities Management and delivered to the Facilities Management Office. Repairs will be schedule as part of the University normal workload.

Emergencies during normal work hours, such as water leaks, plugged drains, etc. are to be reported to the Facilities Management by telephone for immediate response. Emergencies after normal working hours, involving University maintained equipment or facilities, are to be reported to University of Arkansas at Pine Bluff emergency personnel and the University Police.

7. Maintenance and repair of all office equipment, including office furniture, computers, calculators, cash registers, etc.
8. Labor and labor relations.
9. Completed insurance coverage (UAPB will provide insurance on the building only).
10. Telephone expense, except for "on campus services".
11. Management and staffing salaries and fringe benefits.
12. Personnel and the training of such. **Describe your suggested training program.**
13. Legal and professional advice.
14. Field audits and controls.

15. Annual audited reports. **NOTE:** The Contractor shall provide the Vice Chancellor for Finance and Administration a complete set of audited financial statements each fiscal year.
16. Motor vehicles, if needed, which are required by the Contractor to perform the contract.
17. Normal stock and inventory of the Bookstore.
18. Lock Changes – The Contractor, at his/her expense, must change locks for the Bookstore area to maintain security. The Director of the UAPB Facilities Management must approve all systems. The UAPB Facilities Management and the UAPB University Police Department shall have full access to the Bookstore in case of an emergency.
19. Without additional expense to the University, **the Contractor shall be responsible for, and pay all, applicable federal, state, and local taxes** and shall comply with all local laws, ordinances and regulations and shall obtain and pay for all permits, licenses, etc., unless otherwise specified.

2.5 GENERAL REQUIREMENTS

1. The Contractor shall be responsible for the full operation, maintenance and appearance of the interior of the Bookstore, including decorating and custodial services. No physical changes will be made without the consultation and written approval of the Vice Chancellor for Finance and Administration. The Contractor will be required to provide all furnishings, fixtures and equipment for the Bookstore.
2. The Contractor agrees to provide Bookstore services as described in the Proposal and guarantee annual compensation for the exclusive right to offer Bookstore service on the University of Arkansas at Pine Bluff campus. **If a guaranteed “base of gross sales” is used to determine the payment to the University, then the respondent must address the issue of: if gross sales exceed the guaranteed base used for the annual payment, what will be used as the basis for determination of additional consideration to be paid to the University.**
3. The Contractor agrees to make these payments to the University of Arkansas at Pine Bluff on a monthly basis.
4. The Contractor shall not increase the pricing structure of the originally agreed upon category of items without the written approval of the Vice Chancellor for Finance and Administration as referred to below #9.
5. The Contractor agrees to supply UAPB with complete and true records of sales to include period and dates covered. **Address how this will be accomplished.**
6. The Contractor shall assume all bookstore operating costs including, but not limited to, inventory, labor (including management and supervisory), fringe benefits, all taxes (including payroll taxes and sales taxes), insurance, license, permits, equipment repairs, replacement, in-store security and in-store custodial services.
7. The Contractor shall submit a monthly-sales report and unaudited financial statement, which is to include a profit and loss statement, to the Vice Chancellor for Finance and Administration.
8. The Contractor shall confer with UAPB in the establishment of store hours in order to adequately service day and possibly evening services. **List your suggested hours of operation.**
9. The University has attempted to keep the costs of providing and attaining a basic education as low as possible. The Contractor shall indicate their pricing policy below:
 1. All new textbooks, paperback books and trade books shall be sold at a price of _____
 2. Used textbooks in saleable condition shall be sold at _____

3. All other merchandise shall be marked up to reflect a usual gross profit margin of _____
 4. Any net priced merchandise (invoiced at a net cost) may be priced to reflect the usual industry gross margin of _____
 5. University of Arkansas at Pine Bluff may request and shall receive from the vendor appropriate documentation that the above pricing policies are being practiced.
10. The Contractor shall post conspicuously and without equivocation store policies concerning refunds, buy-backs, exchanges, check cashing and special orders. The Contractor shall prepare, distribute and otherwise make available to every student, a handout brochure or leaflet outlining these policies.
 11. The Contractor shall purchase used textbooks based upon a schedule that is timely, practical and convenient to both the Bookstore and its customers.
 12. The Contractor shall be responsible for on-campus Bookstore telephone service, which is provided by UAPB at the current cost.
 13. The Contractor shall make every effort to secure and have available used texts. It should be clearly posted in the Bookstore what procedures are to be followed in the purchase and sale of used texts to the Bookstore. **Address your company's used book policy and objective for used books to new books ratio.**
 14. The Contractor shall state whether operation of university and college bookstore is their primary business.
 15. If Contractors are owned by another company, please state name and address of the parent company.
 16. Parking on University property, by Contractor's employees, shall be governed by the same regulations and fees as apply to University employees. The Contractor will also be responsible for the payment of all unpaid fines levied for parking violations of his/her employees. Contractor employees will be required to secure a faculty/staff parking permit that will be used on the campus.
 17. The University will consider some renovations to the Bookstore area that would be at the expense of the Contractor. Bidders are encouraged to make suggestions for interior design changes for this location. Suggestions should include brief illustrations, descriptions of renovations, breakdown of estimated costs for each item by area, and suggested schedule of when the work should be started and completed. Any proposed renovation specifications and plans will be subject to approval by the University's Vice Chancellor for Finance and Administration.
 18. The Proposer is to describe automation plans (e.g. Point of Sale system) for the efficient and effective management of the UAPB Bookstore. All systems are to be fully compatible with the University's computer system. For each area to be automated, Proposer is to provide a brief description of what the automated system will do. Proposer is to indicate if this automated system can or will be tied to the Proposer's central computer system and, if so, when it may be installed, and what functions this network will provide. Proposer is to indicate the type of backup system or procedures that are to be utilized in case the system is temporarily inoperative.

Proposer is also to describe how this system will interact with the Financial Aid package currently being used at UAPB and the purchase of textbooks and material by students using their financial aid benefits. The successful proposer must have the capability to transfer financial aid transactions from the bookstore Point of Sale system to the General Ledger system. The current Financial Aid and General Ledger software at UAPB is Workday.

This function may require a substantial investment by the Contractor for hardware and/or software.

Any issues that may arise between the Contractor and the Vice Chancellor for Finance and Administration will be resolved to mutual satisfaction. In the event that such a solution is not attainable, the final determination will rest with the Vice Chancellor for Finance and Administration.

Contractor shall note: **WITH REGARDS TO SELLING TO THE UNIVERSITY** directly, contractor shall be given consideration as a competitor to be complicit with all laws regarding purchase made by the University.

FOR MORE INFORMATION ON LICENSURE REQUIREMENTS

Contact: Mrs. Stephanie Pugh, Project/Program Specialist Alumni Affairs
University of Arkansas at Pine Bluff
1200 N. University – Mail Slot 4929
Pine Bluff, AR 71601
Phone: (870) 575-7150
Fax: (870) 575-4643

2.6 CONTRACTOR'S INSURANCE REQUIREMENT

A. Successful Contractor must provide and maintain during the life of the contract and any renewals a certificate of insurance indicating the type and amount of insurance provided. Insurance coverage is outlined under item #2.4 (B) this document.

1. The Certificate of Insurance shall be furnished to the University of Arkansas at Pine Bluff prior to the issuance of the purchase order to commence services.
2. The policy shall be written by a Casualty Company authorized to do business in the State of Arkansas. Company must have an A.M. Best Rating of "A" VII or better.
3. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to the UAPB Office of Procurement, prior to contract award.
4. It must carry a 30-day notice of cancellation clause.
5. The certificate must be current and bare the name of the University of Arkansas Board of Trustees acting on behalf of the University of Arkansas at Pine Bluff as the Certificate Holder. It must also indicate in the description of the exact name of this project and the amount bid which will indicate that this certificate is valid for this project.
6. In the event that the bidder fails to maintain and keep in force product liability insurance, commercial general liability insurance, automobile and worker's compensation insurance, the University **shall have the right to cancel and terminate the agreement immediately and without notice.**

B. The bidder shall purchase and maintain such insurance as will protect him from claims set forth which may arise out of or result from the bidder's operation under this contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them or by anyone for whose acts many of them may be liable.

- Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease, and \$100,000 disease each employee.
- Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence.

SECTION 3 – UAPB RESPONSIBILITIES

- 3.1** It shall be the expense of **UAPB** to provide office space, utilities (excluding telephone service) for the Contractor in the respective areas. The Contractor is expected to use appropriate energy conservation measures.
- 3.2** UAPB shall bear all expenses for Pest Control Services.
- 3.3** UAPB shall furnish property damage insurance on the physical premises for the respective areas.
- 3.4** UAPB shall be held harmless and without liability for any loss or damage of Contractor Owned installed equipment and supplies regardless of the cause of such loss or damage.
- 3.5** Bookstore Services Compliance Committee – A Joint Review Committee shall be formed consisting of at least two (2) persons from the University of Arkansas at Pine Bluff and two (2) persons representing the Contractor for the purpose of holding regular monthly consultations on the performance of services being provided for the first year of services and quarterly, thereafter.
- 3.6** **UAPB** maintains its own security force and will furnish **external security** for the Bookstore.
- 3.7** **UAPB** has an agreement with the vendor operating the cafeteria (**Aramark**) that they will be sole purveyor of prepared foods on campus, to include catered foods and concessions.
- 3.8** **UAPB** expects that any vendor will adhere to published list prices from all publishers. Any exceptions to this policy should be stated in the proposal.
- 3.9** **UAPB** expects that the supplies and materials sold in the Bookstore will be priced in accordance with the competitive pricing in this area.
- 3.10** **UAPB has a Central Store operation which means that the campus strongly encourages the purchase of office supplies (all types) from the Central Stores.** Regardless of what is purchased from the Bookstore, the “campus policy” is that the Bookstore Management will make certain that they are in receipt of an **approved purchase order** from the University prior to any indebtedness which may be an expense to the University.
- 3.11** **University practice** has provided that employees may purchase from the University Bookstore at a discount of 10%. We do not have a breakdown of this volume of sales.
- 3.12** The Contract Administrator and Vice Chancellor for Finance and Administration will be the liaison and contact persons for the Contractor in all dealings with the operation of the Bookstore.
- 3.13** The University reserves the right to interview and be consulted in the selection of Bookstore management and supervisory personnel and to require the removal of any such personnel violating rules and policies of UAPB applicable to its own employees by the University.

PERFORMANCE BASED CONTRACTING

Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to University Requirements	Reference standard terms, conditions and all articles of RFP	Termination of Contract: Reference Section 1.2 of RFP. This termination clause will apply for insufficient performance of services by contractor at the sole discretion of the University of Arkansas at Pine Bluff
Scope of Services	Reference Sections 1 & 2 of RFP: Introduction, Background, Scope, and Requirements	Termination of Contract: Reference Section 1.2 of RFP. This termination clause will apply for insufficient performance of services by contractor at the sole discretion of the University of Arkansas at Pine Bluff.
Specifications and Deliverables	Reference Section 2.3 of RFP: Specifications and Deliverables	Termination of Contract: Reference Section 1.2 of RFP. This termination clause will apply for insufficient performance of services by contractor at the sole discretion of the University of Arkansas at Pine Bluff

FAILURE TO PERFORM CONTRACTED SERVICES

As further described in any contract awarded, the selected contractor shall be liable to the University for any and all damages incurred by the University as the result of the Contractor’s failure to perform the services required under the contract including such services which may survive the explanation of the contract.

Such damages may include, but are not limited to:

1. Costs for University staff time and resources (including correspondence or technical programming costs) required to address the selected contractor’s performance failures.
2. Any fees, costs, penalties or additional tax liability incurred by the University or its employees based on the selected contractor’s failures to provide all services prescribed in this RFP in full compliance with relevant laws and regulations.

SECTION 4 – CRITERIA FOR SELECTION

Selection Criteria

Selection of the successful contractor will be determined in committee by evaluation of several factors:

1. **Preliminary Evaluation** and assignment of tentative rating points.
2. **Final Evaluation** and assignment of final rating points.

Total Points – 160 – Evaluation and Cost

4.1 Evaluation Criteria

The proposals will be evaluated and awarded points based on a comparative formula of relative weighting as detailed below:

<u>Criteria</u>	<u>Weight</u>
Prior experience and performance on projects of similar nature and scope	20 PTS
Respondent’s management processes and procedures, including textbook programs, resource allocation, store management and service delivery. This will be determine by evaluation of the respondent’s stated plan for organizing, staffing, and operating the UAPB Bookstore	20 PTS
Respondent’s understanding of work to be performed. This will be Determined by evaluation of the respondent’s technical proposal for Performance of the work requested	20 PTS
Financial proposal for revenue to the University	40 PTS
TOTAL	100 PTS -Criteria

4.2 EXPERIENCE

The proposer must submit a two (2) page double spaced the respondent’s familiarity and proven experience with this type of contract and demonstrated ability to serve the University’s needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

4.3 PROJECT UNDERSTANDING

The proposal must specify the respondent’s capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for deliverables, and each activity and requirement outlined in the proposal. **Specifically address your suggestion(s) on the transition to minimize disruption.**

4.4 COST ANALYSIS

For the exclusive right to offer Bookstore services as described in the Proposal on the campuses of UAPB, vendors offers the following financial arrangements:

1. A guaranteed annual royalty payment. The minimum amounts shall be paid to the University as revenue as follows:
 - a) A guaranteed annual royalty payment. The minimum: \$

- b) Percent Commission to the University from Gross Revenue over \$ _____ %
- c) Percent Commission to the University from Gross Revenue over \$ _____ %
- d) Minimum Capital Investment: \$ _____ Total Capital investment commitment over a _____ year term. Capital investment consistent with the University’s facilities/education plans.

2. Vendor’s alternative or additional financial proposal:

3. Please explain in detail.

COST 60 PTS

Cost points shall be assigned as follows:

- Lowest cost offer for Evaluator shall receive **60** point.
- Remaining bids shall receive points in accordance with following formula:

$(a/b)*c=d$

- a= lowest cost bid
- b= second (third, fourth, etc.) lowest cost bid
- c= maximum points for cost category
- d= number of points allocated to bid

Total points this proposal 160

Note:

- a. **Evaluator shall not commence service or do anything that would involve cost to the University until receipt of official written notification from the Procurement Official.**
- b. **UAPB reserves the right to conduct negotiations and issue an award to the next highest rate proposal if the initial contract awarded under this RFP is terminated within the first 12 months of the contract without further bid solicitation.**

4.5 SERVICES TO BE PROVIDED

All services to be performed and materials to be produced under the contract will be accomplished in accordance with the contract to be entered into, and where deemed appropriate by the University, in consultation with the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University. The Contractor will conduct meetings with the University staff, as required to assure a successful partnership.

4.6 BEST AND FINAL OFFER

The University reserves the right to request an official “Best and Final Offer” from Respondents if it deems such an approach in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated cost, compensation or improvement Proposal in addition to an opportunity for the Respondent to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to the University. If the University chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document.

SECTION 5-TECHNICAL REQUIREMENTS

TECHNICAL REQUIREMENTS AND OTHER REQUESTS FOR INFORMATION OR EXPLANATION

Response Requested

- 5.1** In addition to those in the Selection Criteria and any other submittals which are required as mandatory responses to this RFP, bidder shall re-write each question below indicating the corresponding question number to the same and make the appropriate response. Narrative type submission is preferred. Be sure to include all percentages, figures, etc., where applicable.

Bidder shall discuss in detail the following:

5.2 **EXPECTATION WITH INVENTORY**

In the case of termination, expiration or non-renewal, explain your company's expectation of UAPB for purchase of store inventory once the contract period has begun (inclusive of books-new and used; trade books; general merchandise; other)

5.3 **CORPORATE CONTACTS**

Name, title and complete contract information for corporate representatives to discuss and resolve operational issues?

Must identify (by name) the following individuals who will act as contacts for the University of Arkansas at Pine Bluff's daily operation.

- a) The Manager for the UAPB Bookstore, (name, phone, fax , and email).
- b) The contact person for the Regional or National Office of your company. (name, phone, fax, email, street address, city, state, and zip code).
- c) Type of ownership (i.e., corporation, partnership, etc.)
- d) What is the mission, goals, and objectives of your company?

5.4 **START DATE**

Bidder shall include with his response the date or number of days required for his company to be in place at UAPB and fully operational.

Failure to state starting time obligates bidders to comply with agency's requested date.

Start: _____ days after receipt of official notification to begin.

Number of days

5.5 **DISCOUNTS**

Discuss your company's faculty/staff discount policy (general) as well as departmental discounts that will be offered to the University (to include the percentages; excluded items, etc.)

5.6 **PAYMENTS TERMS**

Discuss your payment terms and requirements.

5.7 **PERSONNEL**

Discuss the requirements to provide UAPB with professionally trained personnel sufficient to address the daily operations of the Bookstore. Must include on-going training for both full and part-time student help in customer service.

- a) Shall submit a proposed staffing chart for the UAPB Bookstore.
- b) The University may participate in interviewing and evaluation of the Manager should we deem it in our best interest to do so. Contractor's final selection shall be subject to UAPB's approval.

5.8 **BOOK SALES**

Discuss in detail the pricing structure on the following: new text books, e-books, used books, general merchandise, etc. to include:

- a) Restocking fees
- b) Return policies and penalties
- c) Any other elements that will affect pricing, and (a and b) should not be more than the gross profit margin for what is similar in the bookstore industry, nationwide. The University may request and shall receive from the Contractor appropriate documentation that contractor's pricing policies are being practiced.
- d) Shall describe how the contractor will provide the University with verification of sales.
- e) Shall discuss the percentage (with estimate) of return to the University on gross sales revenue. Sales tax and inter-departmental sales may be deducted from the gross sales figure. Projection of increase percentage of gross sales in future years are preferred.

5.9 CONTRACTOR'S INFORMATION

Shall provide the following information on your firm:

- a) Name and address of parent company, if applicable
- b) Names of Subsidiaries, if any.

5.10 SECURITY ISSUES

Discuss how your company plans to work in tandem with the UAPB Office of Public Safety to secure the Bookstore contents from theft. Discuss also emergency procedures in case of fire or other casualties.

5.11 RETURN POLICY

Discuss in detail for books as well as other general merchandise.

5.12 MARKETING

Student Involvement – Discuss what methods you would use to draw student interest in the Bookstore and how you would address student concerns and let students know that your company is concerned with student satisfaction.

5.13 GREEN INITIATIVES

Discuss some "green initiatives" that your company has incorporated into Bookstore operations that will help with environmental preservation and that will also be economically beneficial.

SECTION 6 – TECHNICAL AND BUSINESS PROPOSAL

6.1 TECHNICAL AND BUSINESS PROPOSAL

The Technical/Business portion of the proposal must include the following:

- Executive Summary
- Respondent's Background and Experience
- Respondent's Qualifications
- Project Organization and Staffing
- Price Proposal (Cost Analysis)
- Independent Price Determination

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

6.2 EXECUTIVE SUMMARY

The Executive Summary will condense and highlight the contents of the respondent's proposal.

6.3 RESPONDENT'S BACKGROUND AND EXPERIENCE

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project.

Each respondent must submit a minimum of three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Each respondent must submit the names, addresses, and telephone numbers of three (3) additional references.

Each respondent must provide a list of all accounts that your company has discontinued within the past three (3) years, to include name and address of organization, contact person, phone number and reason contract was terminated (result of proposal, bid, time frames, etc.). **Failure to list all discontinued contracts could result in your proposal being disqualified and rejected.**

Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the request for proposal. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and reference may be verified. A negative response may disqualify the respondent.

Respondents should include a list of professional organizations that they are associated with that pertain to higher education and the bookstore industry.

For subcontractor(s) and consultant(s), respondent shall include letters of agreement, contracts or other forms of commitment, which demonstrate their willingness to undertake their portion of the proposed project. In addition, all requirements, contractual obligations and a statement of the Respondent's involvement in litigation that could affect this work shall be included.

1. Provide a written commitment to accept all contract provisions, which are mandatory under the laws of the State of Arkansas, its Departments, Agencies, and Boards.
2. Provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
3. Provide, if available, a sample standard contract used by your firm, with other educational entities for the operation of bookstores.

6.4 RESPONDENT'S QUALIFICATION AND CREDENTIALS AS RELATED TO THE PROPOSAL

In this section, the Respondent shall provide an organizational chart displaying his/her overall business structure and the proposed project structure. The Respondent shall also state the qualifications and credentials of his/her company, in terms of proven experience through similar projects, reputation, etc.

Respondents shall include the number and a description of recent similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project.

The Respondent shall provide the most recent annual report, and other evidence of the Respondent's financial status, and the Respondent's financial ability to carry out the project.

Proposals shall include proof of the Respondent's financial soundness and successful completion of other projects of a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University. Acceptable evidence shall include but shall not be limited to recent financial statement from a bank evidencing their good standing; written statements from the Respondent evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.

6.5 PROJECT ORGANIZATION AND STAFFING

Describe the organizational line of authority for management personnel from local staffing to the highest corporate level. Include an organizational chart.

Describe the management structure that will be used to operate the facility including the corporate management personnel and their location. Also, describe the support staff that is available to support local store personnel, their qualifications, geographic location, and the types of support to be provided.

Contractor shall, at all times, provide competent personnel to operate the Bookstore and provide courteous service to patrons. The University must approve the Bookstore Manager assigned to the Bookstore by the Contractor. The Bookstore Manager is to have experience in the management of bookstores serving a university community. This person must be knowledgeable of the Contractor's Operational Philosophy and procedures, must be a good communicator, a proven leader, and must exhibit the ability to deal effectively with university students, faculty and staff. The University reserves the right to interview and have input in the selection of Bookstore management and supervisory personnel. The University also reserves the right to require the removal of the Bookstore Manager and any staff deemed unsatisfactory by the University.

The University also reserves the right to participate in the annual performance evaluation of the Bookstore Manager and staff.

6.6 PRICE PROPOSAL (COST ANALYSIS)

The fees will include the services and requirements described in this request for proposals.

6.7 INDEPENDENT PRICE DETERMINATION CERTIFICATION STATEMENT

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other respondent or with competitor. In addition, the respondent is prohibited from making multiple bids in a different form; i.e., as a prime respondent and as a subcontractor to another prime respondent.

The Respondent must include a certified statement in the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected.

SECTION 7 – SOLICITATION TERMS AND CONDITIONS

- Do not provide responses to items in this section.

7.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The University will not pay costs incurred in the preparation of a proposal.

7.2 GENERAL TERMS AND CONDITIONS

A. **Payment and Invoice Provisions**

- a. Forward invoices to:

Accounts Payable/Controller's Office
1200 North University Drive
Mail Slot 4984
Pine Bluff, AR 71611-2799
Phone: (870) 575-8912
accountspayable@uapb.edu

- B. The Contractor **shall** invoice the University as required by the Department and should not invoice UAPB in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency by an itemized list of charges. UAPB's purchase order number and/or the contract number should be referenced on each invoice.
 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.

- C. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by UAPB to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
1. Remain property of UAPB.
 2. Be kept confidential as permitted or required by law.
 3. Be used only as expressly authorized.
 4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
 - a. The Contractor **shall** properly identify items being returned.

7.3 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in UAPB competitive sealed proposals, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- H. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

ETHICAL STANDARDS

Please read carefully

ETHICAL STANDARD LAW

The following sections of this request for proposal reference sections within the “Arkansas Ethics in Public Contracting Laws” found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. definitions used in this law can be found in Section 19-11-701 of the statutes. “It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fees, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.” Any violation of this ethic statement can result in the cancellation of any contract with the University.

CONFLICT OF INTEREST

No official or employee of Arkansas State University and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee’s knowledge.

- A. The employee or any member of the employee’s immediate family has a financial interest.
- B. A business or organization has a financial interest in which business or organization the employee or any member of the employee’s immediate family has a financial interest; or;
- C. Any other person, business, or organization with whom the employee, or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.
- D. Where an employee or any member of the employee’s immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

WARRANTY AGAINST BROKER’S FEE

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

OFFER OF GRATUITIES OR KICKBACKS

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employee, or bona fide established commercial selling agencies maintained by the contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order. Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

EMPLOYMENT OF STATE PERSONNEL

- A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting the State agency by which he employee is employed.
- B. Restrictions on Former Employees in Matters Connected with their Former Duties.

1. Permanent disqualification of Former Employee Personally involved in a particular matter, It shall be a breach of ethical standards for a former employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
 - A. Judicial or other proceeding application, requests for a ruling, or other determination.
 - B. Contract;
 - C. Claim;
 - D. Charge or controversy, to knowingly act as a principal or an agent for anyone other than the State in matters, which was within the former employee's official responsibility, where the State is a party or has a direct substantial interest.
- C. One (1) year representation regarding matters for which a former employee was officially responsible. It shall be a breach of ethical standards for any former employee, within (1) year after cessation of the former employee's official responsibility in connection with any:
 - 1) Judicial or other proceeding, application, requests for a ruling, or other determination.
 - 2) Contract;
 - 3) Claim;
 - 4) Charge or controversy, to knowingly act as a principal or an agent for anyone other than the State in matters, which was within the former employee's official responsibility, where the State is a party or has a direct substantial interest.
- D. Disqualification of Partners
When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
 - a) Judicial or other proceeding, application, request for a ruling, or other determination.
 - b) Contract;
 - c) Claim;
 - d) Charge or controversy, to knowingly as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.
 - e) When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.
- E. Selling to State After Termination of Employment if Prohibited.
 1. It shall be a breach of ethical standards of any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$15,000) to engage in selling or attempting to sell commodities or services to the State of one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contracting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

EXHIBIT A

**UNIVERSITY OF ARKANSAS AT PINE BLUFF
BOOKSTORE COMMISSION REPORT
STORE #216 – FOLLETT**

<u>METRIC</u>	<u>FY 22–23</u>	<u>FY 23–24</u>	<u>FY 24–25</u>	<u>FY 25–CURRENT (YTD)</u>
<u>GROSS SALES</u>	<u>\$539,112.13</u>	<u>\$482,573.41</u>	<u>\$450,498.71</u>	<u>\$358,640.45</u>
<u>DIGITAL SALES</u>	<u>(\$33,598.26)</u>	<u>(\$31,420.92)</u>	<u>(\$43,151.72)</u>	<u>N/A (INCLUDED IN CATEGORIES)</u>
<u>EXEMPT SALES</u>	<u>(\$122,385.53)</u>	<u>(\$148,329.52)</u>	<u>(\$137,496.18)</u>	<u>(\$120,602.83)</u>
<u>NET COMMISSIONABLE SALES</u>	<u>\$383,128.34</u>	<u>\$302,822.97</u>	<u>\$269,850.81</u>	<u>\$238,037.62</u>
<u>COMMISSION ON COMMISSIONABLE (7%)</u>	<u>\$26,818.98</u>	<u>\$21,197.61</u>	<u>\$18,889.56</u>	<u>\$14,475.48</u>
<u>DIGITAL COMMISSION (3.5%)</u>	<u>\$1,175.94</u>	<u>\$1,099.73</u>	<u>\$1,510.31</u>	<u>\$1,093.57</u>
<u>TOTAL COMMISSIONS EARNED</u>	<u>\$27,994.92</u>	<u>\$22,297.34</u>	<u>\$20,399.87</u>	<u>\$15,569.06</u>
<u>LESS: PRIOR PAYMENTS</u>	<u>\$0.00</u>	<u>(\$19,922.51)</u>	<u>(\$18,596.76)</u>	<u>N/A</u>
<u>COMMISSION PAYABLE</u>	<u>\$27,994.92</u>	<u>\$2,374.83</u>	<u>\$1,803.11</u>	<u>\$15,569.06</u>
<u>GUARANTEE</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>N/A</u>

STORE #216 — UNIVERSITY OF ARKANSAS AT PINE BLUFF BOOKSTORE
PERIOD: JULY 2022 TO JUNE 2023
MONTHLY SALES DETAIL

<u>MONTH</u>	<u>GROSS SALES</u>	<u>DIGITAL SALES</u>	<u>EXEMPT SALES</u>	<u>NET COMMISSIONABLE SALES</u>
<u>JUL 2022</u>	<u>\$7,947.12</u>	<u>(\$273.46)</u>	<u>(\$2,159.53)</u>	<u>\$5,514.13</u>
<u>AUG 2022</u>	<u>\$75,229.65</u>	<u>(\$4,646.11)</u>	<u>(\$16,447.04)</u>	<u>\$54,136.50</u>
<u>SEP 2022</u>	<u>\$172,013.52</u>	<u>(\$12,643.09)</u>	<u>(\$35,955.94)</u>	<u>\$123,414.49</u>
<u>OCT 2022</u>	<u>\$49,784.81</u>	<u>(\$1,334.02)</u>	<u>(\$17,730.61)</u>	<u>\$30,720.18</u>
<u>NOV 2022</u>	<u>\$14,505.35</u>	<u>(\$246.71)</u>	<u>(\$1,695.81)</u>	<u>\$12,562.83</u>
<u>DEC 2022</u>	<u>\$15,103.77</u>	<u>(\$210.19)</u>	<u>(\$4,510.46)</u>	<u>\$10,383.12</u>
<u>JAN 2023</u>	<u>\$104,200.31</u>	<u>(\$9,995.42)</u>	<u>(\$18,753.63)</u>	<u>\$75,451.26</u>
<u>FEB 2023</u>	<u>\$39,760.94</u>	<u>(\$2,842.22)</u>	<u>(\$7,698.16)</u>	<u>\$29,220.56</u>
<u>MAR 2023</u>	<u>\$26,211.45</u>	<u>(\$1,044.39)</u>	<u>(\$6,065.37)</u>	<u>\$19,101.69</u>
<u>APR 2023</u>	<u>\$16,846.38</u>	<u>(\$193.15)</u>	<u>(\$3,125.54)</u>	<u>\$13,527.69</u>
<u>MAY 2023</u>	<u>\$13,564.23</u>	<u>(\$25.59)</u>	<u>(\$5,675.94)</u>	<u>\$7,862.70</u>
<u>JUN 2023</u>	<u>\$3,944.60</u>	<u>(\$143.91)</u>	<u>(\$2,567.50)</u>	<u>\$1,233.19</u>
<u>ANNUAL TOTAL</u>	<u>\$539,112.13</u>	<u>(\$33,598.26)</u>	<u>(\$122,385.53)</u>	<u>\$383,128.34</u>

COMMISSION CALCULATION

<u>DESCRIPTION</u>	<u>RATE</u>	<u>BASE AMOUNT</u>	<u>COMMISSION</u>
<u>COMMISSION ON NET COMMISSIONABLE SALES</u>	<u>7.0%</u>	<u>\$383,128.34</u>	<u>\$26,818.98</u>
<u>COMMISSION ON SALES > \$3M</u>	<u>10.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>SUBTOTAL — COMMISSIONABLE</u>			<u>\$26,818.98</u>
<u>DIGITAL SALES COMMISSION</u>	<u>3.5%</u>	<u>\$33,598.26</u>	<u>\$1,175.94</u>
<u>TOTAL COMMISSIONS EARNED</u>			<u>\$27,994.92</u>

<u>CONTRACTUAL GUARANTEE:</u>	<u>\$50,000.00</u>
<u>LESS: PAYMENTS PREVIOUSLY MADE:</u>	<u>\$0.00</u>
<u>COMMISSION PAYABLE:</u>	<u>\$27,994.92</u>

FISCAL YEAR 2023–2024 COMMISSION COMPUTATION

STORE #216 — UNIVERSITY OF ARKANSAS AT PINE BLUFF BOOKSTORE
PERIOD: JULY 2023 TO JUNE 2024
MONTHLY SALES DETAIL

<u>MONTH</u>	<u>GROSS SALES</u>	<u>DIGITAL SALES</u>	<u>EXEMPT SALES</u>	<u>NET COMMISSIONABLE SALES</u>
<u>JUL 2023</u>	<u>\$5,815.01</u>	<u>(\$1,163.81)</u>	<u>(\$3,029.47)</u>	<u>\$1,621.73</u>
<u>AUG 2023</u>	<u>\$54,631.86</u>	<u>(\$5,888.25)</u>	<u>(\$17,118.73)</u>	<u>\$31,624.88</u>
<u>SEP 2023</u>	<u>\$157,974.61</u>	<u>(\$9,452.91)</u>	<u>(\$48,110.66)</u>	<u>\$100,411.04</u>
<u>OCT 2023</u>	<u>\$59,968.40</u>	<u>(\$722.90)</u>	<u>(\$20,293.13)</u>	<u>\$38,952.37</u>
<u>NOV 2023</u>	<u>\$14,366.48</u>	<u>(\$187.35)</u>	<u>(\$3,172.94)</u>	<u>\$11,006.19</u>
<u>DEC 2023</u>	<u>\$12,181.63</u>	<u>(\$178.58)</u>	<u>(\$4,149.25)</u>	<u>\$7,853.80</u>
<u>JAN 2024</u>	<u>\$62,110.44</u>	<u>(\$8,519.59)</u>	<u>(\$15,137.92)</u>	<u>\$38,452.93</u>
<u>FEB 2024</u>	<u>\$63,595.01</u>	<u>(\$4,311.76)</u>	<u>(\$19,811.37)</u>	<u>\$39,471.88</u>
<u>MAR 2024</u>	<u>\$17,461.12</u>	<u>(\$694.30)</u>	<u>(\$6,541.58)</u>	<u>\$10,225.24</u>
<u>APR 2024</u>	<u>\$13,590.72</u>	<u>(\$27.68)</u>	<u>(\$4,516.83)</u>	<u>\$9,046.21</u>
<u>MAY 2024</u>	<u>\$10,662.74</u>	<u>\$86.64</u>	<u>(\$2,809.64)</u>	<u>\$7,939.74</u>
<u>JUN 2024</u>	<u>\$10,215.39</u>	<u>(\$360.43)</u>	<u>(\$3,638.00)</u>	<u>\$6,216.96</u>
<u>ANNUAL TOTAL</u>	<u>\$482,573.41</u>	<u>(\$31,420.92)</u>	<u>(\$148,329.52)</u>	<u>\$302,822.97</u>

COMMISSION CALCULATION

<u>DESCRIPTION</u>	<u>RATE</u>	<u>BASE AMOUNT</u>	<u>COMMISSION</u>
<u>COMMISSION ON NET COMMISSIONABLE SALES</u>	<u>7.0%</u>	<u>\$302,822.97</u>	<u>\$21,197.61</u>
<u>COMMISSION ON SALES > \$3M</u>	<u>10.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>SUBTOTAL — COMMISSIONABLE</u>			<u>\$21,197.61</u>
<u>DIGITAL SALES COMMISSION</u>	<u>3.5%</u>	<u>\$31,420.92</u>	<u>\$1,099.73</u>
<u>TOTAL COMMISSIONS EARNED</u>			<u>\$22,297.34</u>

PAYMENTS PREVIOUSLY MADE

<u>MONTH</u>	<u>PAYMENT</u>
<u>JUL 2023</u>	<u>(\$154.25)</u>
<u>AUG 2023</u>	<u>\$0.00</u>
<u>SEP 2023</u>	<u>(\$9,779.45)</u>
<u>OCT 2023</u>	<u>\$0.00</u>
<u>NOV 2023</u>	<u>\$0.00</u>
<u>DEC 2023</u>	<u>\$0.00</u>
<u>JAN 2024</u>	<u>(\$4,084.98)</u>
<u>FEB 2024</u>	<u>(\$5,903.83)</u>
<u>MAR 2024</u>	<u>\$0.00</u>
<u>APR 2024</u>	<u>\$0.00</u>
<u>MAY 2024</u>	<u>\$0.00</u>
<u>JUN 2024</u>	<u>\$0.00</u>
<u>TOTAL PAYMENTS</u>	<u>(\$19,922.51)</u>

<u>CONTRACTUAL GUARANTEE:</u>	<u>\$50,000.00</u>
<u>COMMISSION PAYABLE:</u>	<u>\$2,374.83</u>

FISCAL YEAR 2024–2025 COMMISSION COMPUTATION

STORE #216 — UNIVERSITY OF ARKANSAS AT PINE BLUFF BOOKSTORE

PERIOD: JULY 2024 TO JUNE 2025

MONTHLY SALES DETAIL

<u>MONTH</u>	<u>GROSS SALES</u>	<u>DIGITAL SALES</u>	<u>EXEMPT SALES</u>	<u>NET COMMISSIONABLE SALES</u>
<u>JUL 2024</u>	<u>\$6,306.59</u>	<u>(\$1,899.43)</u>	<u>(\$3,658.57)</u>	<u>\$748.59</u>
<u>AUG 2024</u>	<u>\$21,104.12</u>	<u>(\$9,816.50)</u>	<u>(\$4,908.96)</u>	<u>\$6,378.66</u>
<u>SEP 2024</u>	<u>\$142,836.23</u>	<u>(\$11,264.60)</u>	<u>(\$47,375.61)</u>	<u>\$84,196.02</u>
<u>OCT 2024</u>	<u>\$57,554.81</u>	<u>(\$589.55)</u>	<u>(\$13,082.53)</u>	<u>\$43,882.73</u>
<u>NOV 2024</u>	<u>\$12,630.52</u>	<u>(\$135.31)</u>	<u>(\$3,297.06)</u>	<u>\$9,198.15</u>
<u>DEC 2024</u>	<u>\$13,235.53</u>	<u>(\$2,945.19)</u>	<u>(\$2,147.50)</u>	<u>\$8,142.84</u>
<u>JAN 2025</u>	<u>\$59,859.29</u>	<u>(\$8,750.98)</u>	<u>(\$20,426.65)</u>	<u>\$30,681.66</u>
<u>FEB 2025</u>	<u>\$83,109.01</u>	<u>(\$6,669.84)</u>	<u>(\$26,533.20)</u>	<u>\$49,905.97</u>
<u>MAR 2025</u>	<u>\$14,453.47</u>	<u>(\$615.36)</u>	<u>(\$2,647.94)</u>	<u>\$11,190.17</u>
<u>APR 2025</u>	<u>\$16,038.94</u>	<u>(\$70.35)</u>	<u>(\$4,286.88)</u>	<u>\$11,681.71</u>
<u>MAY 2025</u>	<u>\$19,324.49</u>	<u>(\$38.00)</u>	<u>(\$7,535.54)</u>	<u>\$11,750.95</u>
<u>JUN 2025</u>	<u>\$4,045.71</u>	<u>(\$356.61)</u>	<u>(\$1,595.74)</u>	<u>\$2,093.36</u>
<u>ANNUAL TOTAL</u>	<u>\$450,498.71</u>	<u>(\$43,151.72)</u>	<u>(\$137,496.18)</u>	<u>\$269,850.81</u>

COMMISSION CALCULATION

<u>DESCRIPTION</u>	<u>RATE</u>	<u>BASE AMOUNT</u>	<u>COMMISSION</u>
<u>COMMISSION ON NET COMMISSIONABLE SALES</u>	<u>7.0%</u>	<u>\$269,850.81</u>	<u>\$18,889.56</u>
<u>COMMISSION ON SALES > \$3M</u>	<u>10.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>SUBTOTAL — COMMISSIONABLE</u>			<u>\$18,889.56</u>
<u>DIGITAL SALES COMMISSION</u>	<u>3.5%</u>	<u>\$43,151.72</u>	<u>\$1,510.31</u>
<u>TOTAL COMMISSIONS EARNED</u>			<u>\$20,399.87</u>

PAYMENTS PREVIOUSLY MADE

<u>MONTH</u>	<u>PAYMENT</u>
<u>JUL 2024</u>	<u>\$0.00</u>
<u>AUG 2024</u>	<u>\$0.00</u>
<u>SEP 2024</u>	<u>\$0.00</u>
<u>OCT 2024</u>	<u>(\$10,289.36)</u>
<u>NOV 2024</u>	<u>(\$648.61)</u>
<u>DEC 2024</u>	<u>\$0.00</u>
<u>JAN 2025</u>	<u>\$0.00</u>
<u>FEB 2025</u>	<u>(\$6,853.94)</u>
<u>MAR 2025</u>	<u>\$0.00</u>
<u>APR 2025</u>	<u>(\$804.85)</u>
<u>MAY 2025</u>	<u>\$0.00</u>
<u>JUN 2025</u>	<u>\$0.00</u>
<u>TOTAL PAYMENTS</u>	<u>(\$18,596.76)</u>

<u>CONTRACTUAL GUARANTEE:</u>	<u>\$50,000.00</u>
<u>COMMISSION PAYABLE:</u>	<u>\$1,803.11</u>

FISCAL YEAR 2025–2026 COMMISSION STATEMENT (YEAR-TO-DATE)

STORE #216 — UNIVERSITY OF ARKANSAS AT PINE BLUFF BOOKSTORE
PERIOD: JULY 2025 TO FEBRUARY 2026 (DATA THROUGH MARCH 9, 2026)
THIS FISCAL YEAR USES FOLLETT'S UPDATED COMMISSION STATEMENT FORMAT (CONTRACT 115C).
TOTAL COMMISSIONABLE SALES

<u>PERIOD</u>	<u>GROSS COMMISSIONABLE SALES</u>	<u>EXEMPT SALES</u>	<u>NET COMMISSIONABLE SALES</u>
<u>JUL-25</u>	<u>\$5,874.33</u>	<u>(\$3,809.88)</u>	<u>\$2,064.45</u>
<u>AUG-25</u>	<u>\$11,098.29</u>	<u>(\$3,453.39)</u>	<u>\$7,644.90</u>
<u>SEP-25</u>	<u>\$138,206.75</u>	<u>(\$50,305.58)</u>	<u>\$87,901.17</u>
<u>OCT-25</u>	<u>\$35,753.65</u>	<u>(\$4,017.60)</u>	<u>\$31,736.05</u>
<u>NOV-25</u>	<u>\$14,079.05</u>	<u>(\$3,610.87)</u>	<u>\$10,468.18</u>
<u>DEC-25</u>	<u>\$9,769.15</u>	<u>(\$3,585.12)</u>	<u>\$6,184.03</u>
<u>JAN-26</u>	<u>\$81,327.48</u>	<u>(\$41,549.97)</u>	<u>\$39,777.51</u>
<u>FEB-26</u>	<u>\$62,531.75</u>	<u>(\$10,270.42)</u>	<u>\$52,261.33</u>
<u>YTD TOTAL</u>	<u>\$358,640.45</u>	<u>(\$120,602.83)</u>	<u>\$238,037.62</u>

COMMISSIONABLE SALES BY CATEGORY

<u>PERIOD</u>	<u>MAIN SALES</u>	<u>DIGITAL SALES</u>	<u>TOTAL SALES</u>
<u>JUL-25</u>	<u>\$1,812.59</u>	<u>\$251.86</u>	<u>\$2,064.45</u>
<u>AUG-25</u>	<u>\$7,551.04</u>	<u>\$93.86</u>	<u>\$7,644.90</u>
<u>SEP-25</u>	<u>\$74,808.88</u>	<u>\$13,092.29</u>	<u>\$87,901.17</u>
<u>OCT-25</u>	<u>\$30,717.42</u>	<u>\$1,018.63</u>	<u>\$31,736.05</u>
<u>NOV-25</u>	<u>\$9,744.35</u>	<u>\$723.83</u>	<u>\$10,468.18</u>
<u>DEC-25</u>	<u>\$6,031.43</u>	<u>\$152.60</u>	<u>\$6,184.03</u>
<u>JAN-26</u>	<u>\$31,594.12</u>	<u>\$8,183.39</u>	<u>\$39,777.51</u>
<u>FEB-26</u>	<u>\$44,532.80</u>	<u>\$7,728.53</u>	<u>\$52,261.33</u>
<u>YTD TOTAL</u>	<u>\$206,792.63</u>	<u>\$31,244.99</u>	<u>\$238,037.62</u>

COMMISSIONS EARNED BY CATEGORY

<u>PERIOD</u>	<u>MAIN COMMISSION</u>	<u>DIGITAL COMMISSION</u>	<u>TOTAL COMMISSION</u>
<u>JUL-25</u>	<u>\$126.88</u>	<u>\$8.82</u>	<u>\$135.70</u>
<u>AUG-25</u>	<u>\$528.57</u>	<u>\$3.28</u>	<u>\$531.85</u>
<u>SEP-25</u>	<u>\$5,236.63</u>	<u>\$458.23</u>	<u>\$5,694.86</u>
<u>OCT-25</u>	<u>\$2,150.22</u>	<u>\$35.65</u>	<u>\$2,185.87</u>
<u>NOV-25</u>	<u>\$682.10</u>	<u>\$25.34</u>	<u>\$707.44</u>
<u>DEC-25</u>	<u>\$422.20</u>	<u>\$5.34</u>	<u>\$427.54</u>
<u>JAN-26</u>	<u>\$2,211.59</u>	<u>\$286.42</u>	<u>\$2,498.01</u>
<u>FEB-26</u>	<u>\$3,117.29</u>	<u>\$270.49</u>	<u>\$3,387.78</u>
<u>YTD TOTAL</u>	<u>\$14,475.48</u>	<u>\$1,093.57</u>	<u>\$15,569.05</u>

ANNUAL COMMISSION SUMMARY

<u>SALES CATEGORY</u>	<u>BREAKPOINT LOW</u>	<u>BREAKPOINT HIGH</u>	<u>COMMISSION RATE</u>	<u>NET COMMISSIONABLE SALES</u>	<u>COMMISSIONS EARNED</u>
<u>MAIN</u>	<u>\$0</u>	<u>\$1,000,000</u>	<u>7.0%</u>	<u>\$206,792.63</u>	<u>\$14,475.48</u>
<u>DIGITAL</u>	<u>\$0</u>	<u>\$999,999,999.99</u>	<u>3.5%</u>	<u>\$31,244.99</u>	<u>\$1,093.57</u>
<u>TOTAL</u>				<u>\$238,037.62</u>	<u>\$15,569.06</u>