

Due: March 11, 2014 at 4:00 p.m.  
[polk.edu/purchasing](http://polk.edu/purchasing)

**Contact: Philip Charneskie, C.P.M., CPPO**

# Request for Proposals

## RFP #14-01 for Bookstore Management



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**\*Note:** Submittal forms are available on the dedicated webpage in MS Word format.

<p><b>SUBMIT PROPOSALS TO:</b></p> <p><b>Polk State College</b>  999 Avenue H, NE  Winter Haven, Florida 33881-4299</p> <p><b>Attn: Purchasing Department</b>  <b>Room WAD-139</b></p>	<p><b>Request for Proposals</b></p>	
<p>Contact: <b>Philip Charneskie, C.P.M.</b>  <b>Director of Purchasing</b></p> <p>Phone: <b>863-297-1083</b>      Fax: <b>863-297-1085</b></p> <p>Email: <b>pcharneskie@polk.edu</b></p> <p>Website Homepage: <b>www.polk.edu/purchasing/</b></p> <p>Pre-Proposal Conference Date: <b>February 11, 2014 at 3:00 p.m.</b></p>	<p>RFP #:</p> <p><b>14-01</b></p>	<p>RFP Title:</p> <p><b>Bookstore Management</b></p>
<p>Pre-Proposal Conference Location: <b>Room WLR -104 at above address.</b></p>		
<p>Dedicated webpage for this procurement:  <b>www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx</b></p>		
<p>Proposal Due Date &amp; Time: <b>March 11, 2014 at 4:00 p.m. EST</b></p>	<p>Issue Date: <b>January 24, 2014</b></p>	
<p>Location of Public Receipt Acknowledgement: <b>Room WAD-236 at above address. Administrative Building, Winter Haven Campus</b></p>		
<p><b>Solicitation Intent / Objective:</b></p> <ol style="list-style-type: none"> <li>1. The intent of this Request for Proposals (RFP) is to select a qualified firm to provide bookstore management services to support Polk State College and its students. Services include providing the labor, management, equipment, display shelving, goods, operating supplies, and merchandise necessary to manage and operate a professional bookstore that will provide the highest caliber of services on Polk State College campuses.</li> <li>2. The bookstores must be managed with maximum sensitivity to the needs and concerns of our students, faculty, and staff. Products, prices, and services must promote confidence that the Polk State College community is obtaining the best possible combination of quality, customer service, and price.</li> <li>3. The full-service bookstores are a visual representation of the academic quality and image of Polk State College. Availability and affordability of course materials are critical.</li> </ol>		

# Overview

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## 1. Elements of a Full-Service Bookstore

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- a. Create and implement effective strategies to reduce the cost of textbooks and course materials to Polk State College students by offering a strong used textbook program, comprehensive textbook rental program, and digital textbook and course materials program utilizing emerging technologies and developing creative solutions.
- b. Support the academic mission of Polk State College by providing efficient and effective textbook and course materials service to students and faculty.
- c. Provide support to Polk State to ensure compliance to the Florida Text Book Affordability Law (SBE Rule 6A-14.092, Section 1004.085, FS), the Federal Higher Education Opportunity Act (HEOA), and remain in compliance with textbook legislation as may be written.
- d. Provide required and optional textbooks and course materials in sufficient quantities in a timely manner.
- e. Provide easy access and multiple distribution channels for textbooks and course materials.
- f. Develop a proactive textbook strategy that will allow the bookstore to compete effectively in the challenging college text book environment.
- g. Communicate and coordinate with faculty regarding the use of all types of course materials.
- h. Provide comprehensive textbook and course materials services to support all College programs, campuses, and online courses.
- i. Provide comprehensive textbook services to support current and future distance learning programs and online courses.
- j. Provide bookstore services at multiple locations to include online services in a comprehensive 24/7/365 single sign-on format
- k. Provide excellent customer service, including minimizing transaction times and wait times for in-store and online purchases, and ensure efficient processing of financial aid transactions.
- l. Support the academic mission of Polk State College by supporting faculty and alumni authors, speakers, lectures, and other campus academic and intellectual events.
- m. Develop a comprehensive marketing and promotional strategy that will advance the Polk State College brand.
- n. Promote the approved Polk State College brand by offering quality emblematic clothing and gifts.
- o. Provide exceptional value to customers by offering high quality products and services at fair prices.
- p. Develop a comprehensive online strategy.
- q. Utilize state-of-the-art technology for Bookstore operations (e.g., on-line strategy, inventory management, financial aid and registration integration, etc.).

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## **2. Current Bookstore Operation**

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- a. The Polk State Bookstore, under the direction of the Vice President for Administration/CFO, is currently contracted (i.e., operated and managed by a bookstore contract management firm).
- b. The Polk State Bookstore is a significant business, generating in excess of \$4.75 million in sales during 2012/2013.
- c. The Polk State Bookstore consists of the following operations:
  - Winter Haven Campus Bookstore
  - Lakeland Campus Bookstore
  - Bookstore website
  - Bookmobile for satellite sites

# General Conditions, Instructions, & Information for Proposers

## 1. Definitions:

- **Bookstore:** The multiple Polk State College Bookstore locations and programs.
- **RFP:** Request for Proposals. A formal request soliciting proposals. Includes specifications or scope of work and all contractual terms and conditions.
- **Proposal:** An offer in response to an RFP.
- **Proposer:** A company or person submitting a proposal.
- **Awardee:** A company or person awarded the contract.
- **Evaluation Team (E Team):** Polk State College faculty and staff appointed to review the proposals submitted in response to the RFP and make a recommendation for award. The Director of Purchasing serves as the non-voting Chairman of the E Team.
- **Polk State:** Polk State College.

**2. Contact:** Any questions concerning this RFP must be directed to the Director of Purchasing. All prospective proposers are hereby instructed not to contact any member of the District Board of Trustees or Polk State College staff member regarding this RFP or their proposal prior to posting of a recommendation of award. Any such contact shall be cause for disqualification.

**3. Inquiries:** All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of Polk State in writing prior to the due date; failure to do so, on the part of the proposer, will constitute an acceptance by the proposer of any subsequent decision. Any questions concerning the intent, meaning, and/or interpretations of the RFP documents shall be requested in writing, and received by Polk State's Director of Purchasing by **4:00 p.m. on March 11, 2014.**

All questions must be emailed to [pcharneskie@polk.edu](mailto:pcharneskie@polk.edu), using the following subject line: **RFP #14-01 Question.**

Polk State will provide written answers to the questions in the form of a written addendum to all proposers who have received the RFP. NOTE: Polk State will not be responsible for any oral instructions made in regard to this RFP.

**4. Due Date/Time:** The proposer may submit the proposal in person or by mail/courier service. Polk State cautions proposers to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals.

Confirmation receipt of the submittal may be made by calling Polk State's Director of Purchasing.

**5. College Closing:** In the event that Polk State is closed on the due date because of weather or other event, the due date shall be automatically and officially changed to 4:00 p.m. on the next business day without the need for an addendum to be issued.

**6. Late Submittals:** The time and date will be scrupulously observed. **Proposals received after the specified time and date shall be returned unopened.** Polk State will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing Department shall serve as the official authority to determine lateness of any proposal.

**7. Registration:** Proposers who obtain RFP documents from other sources or directly from the website must officially register with Polk State's Director of Purchasing in order to be placed on the mailing list for any addenda or official communications.

Failure to register as a prospective proposer may cause a proposal to be rejected as non-responsive if the proposal does not include an addendum acknowledgement for the most current addendum.

**8. Public Opening:** Proposals shall be received at the Purchasing Department at the above referenced address by the specified time and date. As soon as possible thereafter, the names of the proposers shall be read off at the specified

location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening.

A list of proposers will be posted in the Purchasing Department and on the Purchasing website.

**9. No Proposal Submittal:** If not submitting a proposal, respond by returning only the Statement of No Proposal, and give the reason in the space provided. The form may be faxed to 863-297-1085, emailed to [pcharneskie@polk.edu](mailto:pcharneskie@polk.edu), or sent via regular mail.

**10. Delays:** Polk State, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of Polk State to do so. Polk State will notify proposers of all changes in scheduled due dates by written addendum.

**11. Proposal Withdrawal:** Proposers may withdraw their proposals by notifying Polk State in writing at any time **prior** to the time set for the deadline. Once opened, proposals become the property of Polk State and will not be returned to the proposers.

**12. Additional Information:** No additional information may be submitted nor follow-up performed by any proposer after the stated due date outside of a formal presentation to the E Team, unless specifically requested by Polk State.

**13. Clarifications:** Polk State reserves the right to request clarification of information submitted, if needed.

**14. Addendum:** Should any revisions/clarifications/supplemental instructions be needed, Polk State will issue a written addendum to all proposers who received an RFP package from Polk State's Purchasing Department.

Proposer shall sign, date, and return the **acknowledgement page** of the latest/final addendum with their proposal. Previous addenda will be deemed received. It is the proposer's responsibility to contact Polk State's contact person in the event that a previous addendum is not received.

All proposers should **check the website seven (7) calendar days** before the date fixed for receiving the proposals to ascertain whether any addendum has been issued.

**15. Proposal Preparation Costs:** Neither Polk State nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

**16. Accuracy of Proposal Information:** Any proposer that submits in its proposal to Polk State any information which is determined to be substantially inaccurate, misleading, exaggerated, incomplete, false, or incorrect, shall be disqualified from consideration.

**17. Acceptance / Rejection:** Polk State reserves the right to reject all proposals, to waive any informalities and technicalities, to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

Polk State reserves the right to make the award to the proposer who, in the opinion of Polk State, will be in the best interest of and/or the most advantageous to Polk State.

Polk State reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on-time contracts, or who, in Polk State's opinion, is not in a position to perform properly under this award.

**18. Conflict of Interest:** All proposers must disclose with the proposal the name of any officer, director, or agent who is also an employee of Polk State. All Proposers must disclose the name of any Polk State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

**19. Affirmation:** By submission of a proposal, a proposer affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials,

supplies, equipment, or services, and is in all respects fair and without collusion or fraud.

**20. EEO Statement:** Polk State is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.

**21. Familiarity with Laws:** All proposers are required to comply with all federal, state, and local laws, codes, rules, and regulations controlling the action or operation of this RFP.

Relevant laws may include, but are not limited to:

- a. FS 1012.465: Jessica Lunsford Act
- b. Americans with Disabilities Act of 1990
- c. OSHA regulations
- d. All Civil Rights legislation
- e. Office of Education 6A-14
- f. State Requirements for Educational Facilities (SREF)
- g. Florida Statute 1013 (K-20 Education Code – Educational Facilities)
- h. Florida Building Code
- i. Textbook Affordability Act

**22. Public Entity Crimes:** In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List." This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime.

No public entity shall award any contract to, or transact any business in excess of, the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$35,000) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP forms, proposers

attest that they have not been placed on the "Convicted Vendor List."

**23. Public Records:** Upon award recommendation or 30 calendar days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(m) and 119.071(1)(b), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Proposals and other documents may be reviewed at the Purchasing office.

**24. Compliance with Laws:** No laws, rules, regulations, or statutes, etc. may, or will, or are intended to be superseded by any verbiage herein.

**25. Termination:** If the awarded contract is terminated or cancelled within the first year of the contract period, Polk State may elect to negotiate and award the contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of Polk State.

# General Information

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## 1. Background

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- a. Polk State was established on September 8, 1964, as Polk Junior College on the Bartow Air Base. The college's name was later changed to Polk Community College. The name change to Polk State College was effective on July 1, 2009.
- b. Polk State is a publicly-supported, associate and baccalaureate degree-granting institution serving Polk County, headquartered in Winter Haven.
- c. Polk State operates on a semester system with Fall, Spring, Winter, and Summer terms.
- d. Polk State's campuses are non-residential.
- e. Polk State is committed to an "open enrollment" policy.
- f. Polk state's enrollment has seen consistent growth during the past five years. Polk State has 25,000 full and part-time students
  - FTE of 7681
  - Over 15,000 are degree-seeking students
  - Over 60% of Polk County's college-bound high school graduates attend Polk State
- g. Polk State has over 1,400 faculty and staff.
- h. Polk State's internet home page is located at [polk.edu](http://polk.edu).

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## 2. Facilities

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- a. Polk State shall provide floor space of approximately 3,000 square feet at the Winter Haven Campus and 2,000 square feet at the Lakeland Campus.
- b. There shall be no cost for rent, electrical, HVAC, maintenance of interior walls, and overhead light fixtures.
- c. The awardee shall provide all display shelving, equipment, and operating supplies.
- d. The current service provider, Follett Higher Education Group (Follett), owns the following items presently located in the bookstores:
  - a) Stock
  - b) Fixtures / display shelving
  - c) Point of sale system

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## 3. Pre-Proposal Conference

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- a. A **non-mandatory** Pre-Proposal Conference will be held at the address, date, and time, as specified on Page 1, and will be open to all interested parties. Polk State staff will be present to answer questions and explain the intent of the RFP documents.
- b. At this meeting, any suggested modifications may be presented and discussed with Polk State's representative as a possible addendum to the RFP.

- 1) ***Proposal representatives who attend this meeting should have read the entire RFP document prior to the meeting.***
  - 2) Proposal representatives should request clarification of any inaccuracies, inconsistencies, discrepancies, unclear items, or issues with the RFP document at this meeting.
  - 3) If problems with the RFP document are found after the Pre-Proposal Conference, they must be brought to the attention of the Director of Purchasing, in writing, prior to the submission date.
- c. Any conclusions reached at this conference which amend the RFP documents will be issued in the form of an addendum.
  - d. Attendance is not mandatory but is encouraged.
  - e. A brief tour of the facilities will be provided to all in attendance immediately following the Pre-Proposal Conference.

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#### **4. Transition**

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- a. The current contract with Follett Higher Education Group expires on June 30, 2014.
- b. Polk State anticipates providing adequate notice of award to Follett.
- c. If Follett is not awarded the contract, Polk State reserves the right to utilize Follett's services until the new awardee is fully able and capable of providing full and complete bookstore services to students.
- d. The intent is to permit an orderly exchange of equipment and merchandise inventory.

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#### **5. Gifts are Prohibited**

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Polk State's District Board of Trustees Rule 3.32 states the following, in part:

- 1) Polk State employees may not accept or solicit any gift [see F.S. 112.312(12)(a) and F.S. 112.312(12)(b)] of any kind (except as otherwise provided within this rule) from any person or entity (a prohibited source) who:
  - a) is seeking official action by an employee or Polk State
  - b) does business or seeks to do business with Polk State
- 2) Proposers are to govern themselves accordingly.

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#### **6. Purchasing Agreements with other Public Agencies**

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- a. All proposers submitting a response to this RFP agree that, if awarded a contract, such response also constitutes an offer to all public entities within the state of Florida under the same conditions, for the same price, and for the same effective period, should proposers feel it is in their best interest to do so.
- b. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each public agency shall be responsible for its own

purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP.

- c. This agreement in no way restricts or interferes with the right of any public agency to re-bid any or all items.

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## 7. Licenses / Permits

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- a. It shall be the responsibility of awarded proposer to obtain, at no additional cost to Polk State, any and all licenses and permits required to complete the contractual services.
- b. These licenses and permits shall be readily available for review by Polk State's Director of Purchasing or his/her designee.

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## 8. Bonds

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- a. The awarded proposer shall be required to provide both a **Performance and Payment Bond** in the amount of **one hundred percent (100%)** of the Contract amount. Bond forms will be furnished by Polk State.
- b. The surety company must meet the provisions required by Florida Statute 287.0935.
- c. Should the surety company become insolvent during the term of the contract or during the warranty and guarantee period, the awarded proposer shall provide an alternate bond acceptable to Polk State within 15 working days from the date the awardee is notified of said insolvency by any party.

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## 9. Sample Contract

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- a. Polk State's standard form of contract is included with this RFP as **Attachment #3**. Polk State anticipates that the final contract will be in substantial conformance with this document. However, proposers are advised that any contract which may result from the RFP may deviate from the model contract.
- b. Should proposers have concerns regarding the model contract (ex.; Scope of Work, bonding requirements, insurance policies and limits, etc.), they **must** voice their concerns to Polk State's Director of Purchasing via written request for clarification/request for addendum prior to the cut-off time for proposer Inquiries.

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## 10. Acknowledgement

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Submitters of proposals acknowledge they have read this RFP document, including the **Contract Template**; they understand it; and they agree to be bound by its terms and conditions.

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## 11. Time Period for Acceptance

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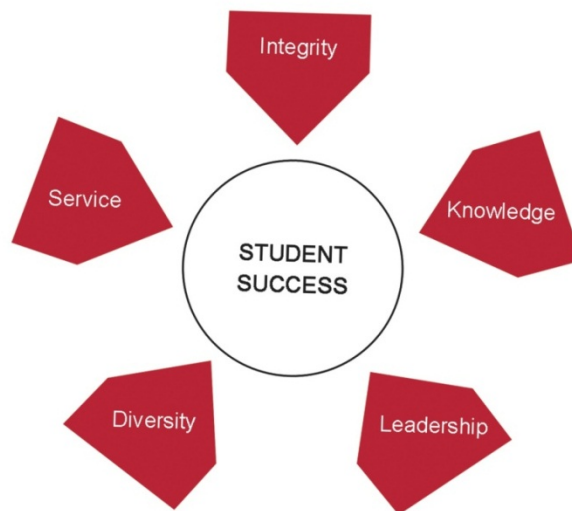
All proposals received shall remain firm for a period of one hundred twenty (120) calendar days, after the date specified for receipt of proposals.

**Mission Statement:**

Polk State College, a quality-driven institution, transforms lives through the power of education by providing access to affordable associate and baccalaureate degrees, career certificates, and workforce employment programs, delivered by diverse, qualified faculty and staff.

**Vision:**

Promote excellence and student success through innovation, value and engagement.

**Core Values:**

# Tentative Procurement Schedule

1. The tentative schedule for this RFP is as follows:

Date	Item, Location, & Time
January 24, 2014	RFP advertised and released (distributed)
February 11, 2014	Pre-Proposal Conference <b>3:00 p.m. EST</b> <b>Room WLR 104</b>
March 3, 2014	Cut-off for proposers' questions
March 11, 2014	Proposals Due: <b>Deliver to the Purchasing Department</b> <b>Room WAD 136 by 4:00 p.m. EST</b> <b>Formal acknowledgement: Room WAD 236 immediately thereafter</b>
March 13, 2014	Evaluation Team meets and short-lists
March 14, 2014	Reference check and site visits begin
April 10, 2014	Oral presentations and recommendation of award determined
April 30, 2014	Board approval <b>4:00 p.m. EST</b> <b>Location will be posted on dedicated webpage.</b>
July 1, 2014	New contract begins

2. The above tentative schedule is subject to change. All changes will be posted on the website at:

[www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx](http://www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx)

### 3. College Calendar:

Polk State's Academic Calendar is available online at:

<http://www.polk.edu/currentstudents/Pages/AcademicCalendar.aspx>

# Insurance Requirements

## 1. Applicability

- a. Only the awarded firm must comply with the following insurance requirements.
- b. Do NOT include a certificate of insurance with proposal.
- c. The awarded firm will be required to provide a certificate of insurance at time of contract execution.

## 2. Requirements

During the performance of the services under this contract, the awardee shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

Insurance Limit Requirements	
Type of Insurance	Minimum Limits of Liability
<b>General Liability:</b> Occurrence	\$1,000,000 Each Occurrence \$1,000,000 Damages to Rented Premises (ea. occurrence) \$1,000,000 Med. Exp. (any one person) \$1,000,000 Personal & Adv. Injury \$5,000,000 General Aggregate \$1,000,000 Products – Comp/Op Aggregate
<b>Automobile Liability:</b> owned, non-owned, and hired automobiles	\$2,000,000 Combined Single Limit Each Accident
Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
Excess Liability or Umbrella	\$5,000,000 Each Occurrence
Crime or Faithful Performance	\$ 100,000 Employee Theft or Loss \$ 100,000 Depositors Forgery or Alt \$ 100,000 Computer and Funds Transfer
Worker's Compensation and Employers Liability	\$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease – Each Employee \$1,000,000 E.L. Disease – Policy Limit

## 3. Conditions

- a. Policies must be written by an insurance company authorized to do business in Florida.
- b. Policies other than Worker's Compensation shall be issued only by companies authorized by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A-" or better and a Financial Size Category of "VI" or better according to the A.M. Best Company.
  - 1) Ratings may be verified by Polk State at <http://www.ambest.com/>.

- c. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- d. Awardee shall furnish Polk State with **certificates of insurance** which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been endeavored to be made to Polk State.
- e. Awardee shall include Polk State as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the contract.
- f. All policies shall be in **Occurrence** form only. "Claims made" insurance policies are **not** acceptable, unless there is an extended claims reporting period of five (5) years.
- g. Defense must be in addition to the limits of liability.

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#### **4. Insurance Approved by Polk State**

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The awardee shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by Polk State College.

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#### **5. Self-Insured**

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In the event the awardee is a self-insured organization, different insurance requirements may apply.

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#### **6. Misrepresentation**

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Misrepresentation of any material fact, whether intentional or not, regarding insurance coverage, policies, or capabilities may be grounds for rejection of the award and rescission of any ensuing contract.

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#### **7. ACORD Sample as Reference**

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- a. A sample ACORD Certificate of Liability Insurance is available on the dedicated website as a reference. The verbiage and alterations which will be required to be made to the form are shown for awardee's information.
- b. To expedite the provision of proof of insurance to Polk State, the awardee is encouraged to forward the sample form to their insurance companies.

# Website

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## **1. Polk State Purchasing Department's Website**

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The Purchasing Department's website can be found at:

[www.polk.edu/purchasing/](http://www.polk.edu/purchasing/)

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## **2. RFP #14-01 Dedicated Webpage**

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- a. The project-specific dedicated RFP webpage(s) for use during the procurement process is located at:

[www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx](http://www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx) RFP documents

- b. The following documents and information will be posted at the dedicated RFP webpage:

- 1) Addenda
- 2) Submittal forms (in MS Word format)
- 3) Submittal tabulation
- 4) Recommendation for Award
- 5) Award
- 6) Other information related to this RFP

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## **3. Directions to Campus Locations**

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Maps and directions to Polk State's campuses are available at the website at:

<http://www.polk.edu/businessandcommunity/maps/Pages/default.aspx>

# Campuses / Centers

## 1. Locations

a. Polk State addresses are as follows:

Polk State College Locations	
<u>Winter Haven Campus (Main Campus):</u>  999 Avenue H, NE Winter Haven, FL 33881-4299	
<u>Lakeland Campus:</u>  3425 Winter Lake Road Lakeland, FL 33803-9715	<u>Center for Public Safety</u>  Jim Keene Blvd. Winter Haven, FL 33880 (future – 2016)
<u>Advanced Technology Center:</u>  310 Technology Drive Bartow, FL 33830	<u>Airside Center:</u>  3515 Aviation Dr. Lakeland, FL 33811-2861
<u>JD Alexander Center:</u>  152 East Central Ave. Lake Wales, FL 33853-4166	<u>Lake Wales Art Center:</u>  1099 State Road 60E Lake Wales, FL 33853-4208

# Instructions for Preparing Proposals

All submitted proposals are subject to Florida Statute 119.07, Public Records

## A. Forms

For ease in preparation of your Proposal, **pages 35 through 46** are available in Microsoft Word format at:

[www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx](http://www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx)

## B. Proposal Format

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### 1. Polk State College Logo -- Trademarked

- a. Polk State College's logos are trademarked and will NOT be provided for use in preparation of a proposal.
- b. Proposers are not permitted to download or include our logos in any proposals.

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### 2. Proposal Preparation

To ensure all proposals are fairly evaluated, scored, and ranked, it is imperative that proposals are prepared according to the exact prescribed format.

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### 3. For Ease of Evaluation:

- a. Use a **3-ring binder** (not GBC or spiral binding).
- b. Include proposer's company name and/or logo on the cover and spine.
- c. Submit proposals on 8½ x 11 paper (may utilize 11 x 17 foldouts for schedules, organizational charts, etc.)
- d. Use portrait orientation.
- e. Separate each section using divider tabs for easy reference. Tabs should be pre-numbered and/or include each section title.
- f. Ensure all information is typewritten.
- g. Duplex (2-side) the pages to the fullest extent possible.

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### 4. Format

- a. Submit **sixteen (16) electronic copies** of your complete proposal:

- 1) May be submitted on either flash drives or CDs/DVDs.
  - 2) Submit as one document. Do not submit as separate sections.
  - 3) The documents may be in MS Word or PDF format.
- b. Additionally, submit **sixteen (16) printed sets** of your complete proposal **in binders** as follows:
- 1) One (1) original. Identify the original with a post-it on the cover labeled "Original."
  - 2) Fifteen (15) copies.
- c. This quantity is required so that a full and complete copy of the proposal can be provided to each member of the E Team.
- d. Each of the binders and electronic copies must be complete, with all supporting documentation.
- e. Place the books and electronic media in a sealed box; deliver to Polk State Purchasing, boldly marked as follows:

<p><b><i>Company Name</i></b></p> <p><b><i>Return Address</i></b></p> <p><b>RFP #14-01 for Bookstore Management</b></p> <p><b>Due: March 11, 2013 at 4:00 p.m.</b></p>
--

The hard-copy proposal should be divided by tabs into fourteen (14) sections, which shall be numbered and named as follows:

- |                                     |                              |
|-------------------------------------|------------------------------|
| 1. Basic Information                | 11. Operations Plan          |
| 2. Minimum Qualifications           | 12. Staffing / Personnel     |
| 3. Financial Capability             | 13. Resolution of Litigation |
| 4. Pricing                          | 14. References               |
| 5. Scholarships/Commissions/Revenue |                              |
| 6. Facility Investment              |                              |
| 7. Technology / POS                 |                              |
| 8. Customer Service                 |                              |
| 9. Textbooks & Merchandise          |                              |
| 10. Innovative Concepts             |                              |

## C. Proposal Submittal

### 1. Basic Information

Proposers shall include the following information with submittals:

- a. **Letter of Transmittal:** This **one-page** letter will summarize (in a brief, concise manner) the proposer's positive commitment to perform the work in a professional and timely manner. Additionally, it should certify that all submitted information is true and accurate. The letter must be signed by an official authorized to make such commitments and to enter into a contract with Polk State. The letter must state the official's title or authority.
- b. **Proposer Information:** Complete the "Proposer Information" form on **page 35** of the RFP, which includes:
  - 1) **Proposer:** Company/firm name and addresses (street address and mailing address).
  - 2) **Contact Person:** The person to notify as to short-listing, oral presentations, and recommendation of award.
  - 3) **Internet Contact:** Include Contact Person's email address.
  - 4) **State:** (ex: *Florida or Alaska*) where incorporated.
  - 5) **FEIN:** Provide the proposer's **Federal Employer Identification Number**.
  - 6) **SSN:** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners **only if the FEIN is not provided**.
  - 7) **Telephone Number:** Direct phone number of the Contact Person. Include extension number.
  - 8) **Toll Free:** Direct toll-free phone number of the Contact Person, if applicable.
  - 9) **Fax Number:** Direct fax number of the Contact Person.
  - 10) **Type of Business:** Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.).
- c. **Acknowledgment of Addenda:** Include the acknowledgement page (signed and dated) of the last/final **addendum** issued by Polk State, if applicable.
- d. **W-9 Form:** Submit a completed W-9 form (**page 38**).
- e. **Drug-Free Workplace:** Provide a statement concerning the proposer's status as a Drug-Free Work Place [DFW] (complete RFP **page 39**). Per Florida Statute 287.087, whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
- f. **History of Firm:** Include a chronological history of your firm. Include items such as:
  - 1) Date incorporated.
  - 2) Dates store managers joined the firm.
  - 3) Dates current partners/officials joined the firm.

- 4) New satellite office(s) opening dates.
  - 5) Completion dates of major projects.
  - 6) Any “firsts” or important events experienced by the firm.
- g. **Subsidiaries:** Identify any subsidiary or affiliated companies in which principals have a **financial interest**. Explain in detail the **principals’ interest** in the company and nature of business.

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## 2. Minimum Qualifications / Licensing / Corporate Information

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- a. The proposer must meet or exceed the following minimum qualifications:
  - 1) A minimum of three (3) years’ experience providing bookstore services.
  - 2) Bookstore operations/services must be one of the firm’s primary business operations.
  - 3) Demonstrated fiscal and management capability.
- b. Provide copies of licenses as follows:
  - 1) If proposer is a corporation, provide a copy of the certificate from the Secretary of State verifying the proposer’s corporate status is in good standing.
  - 2) Local business license.
- c. Proposals submitted by firms under “**joint venture**” arrangements or other multi-party agreements **must** submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents and amendments resulting from negotiations/award of this RFP.

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## 3. Financial Capability

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The proposer must:

- a. Indicate whether the firm has **filed for bankruptcy** within the previous seven (7) years.
- b. Include the audited **Statement of Cash Flow, Balance Sheet, and Income Statement** from the prior two (2) years.
- c. Include a summary of the proposer’s financial resources (including audited financial statements and annual reports for the last two years).
- d. Submit statements and reports from the corporate entity making the proposal rather than its parent corporation.

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## 4. Pricing

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- b. Provide pricing structure on the Pricing Summary Form on **page 36**. Include prices for:
  - 1) Textbook rental
  - 2) Penalty for non-return of rental books

- 3) New textbooks
- 4) Used textbooks
- 5) General merchandise
- 6) Textbook buy-back
- 7) Used textbooks
- 8) Electronic textbooks

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## **5. Scholarships / Commission / Revenue**

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- a. Revenue shall be defined as all sales to faculty, staff, students or others less sales taxes and refunds.
- b. Complete/submit **page 37**.
  - 1) Guaranteed Amount in Scholarships.
  - 2) Guaranteed Minimum per year.
  - 3) Percent Commission to Polk State from Gross Receipts (provide formula that will be used to determine gross revenue.)
  - 4) Polk State Faculty and Staff Discount.
  - 5) Facility Improvement Investment, if applicable.
  - 6) Other/additional revenue/incentives/scholarships/donations to Polk State or the Polk State College Foundation, such as:
    - a) Textbook scholarship
    - b) Bookstore gift certificates

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## **6. Facility Investment**

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- a. Describe proposer's detailed facility plans and financial commitment to provide state-of-the-art retail bookstore facilities and fixtures through the term of the contract.
- b. Include the total financial commitment amount on **page 37**.
- c. Identified investments will be included in the contract.

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## **7. Technology / POS**

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- a. Describe proposer's plans for computerization, automation, technology, **point-of-sale** systems (POS), etc. Explain how implementation of these plans will benefit Polk State, the bookstores, and the campus community.
- b. Polk State does not currently have electronic campus ID cards, but may in the future. Explain how conversion to a new system would be implemented.

- c. **Website / E-Commerce Plans:** Include a detailed description of proposer's plans to offer the following:
- 1) Textbook/course materials reservation program
  - 2) Online textbook ordering program (with multiple campus capabilities)
  - 3) Online textbook adoption program
  - 4) Registration integration program
  - 5) Compliance to HEOA (i.e., textbook ISBN number availability)
  - 6) Ordering program for general merchandise (i.e., emblematic clothing and gifts)
- d. Include proposer's estimated **capital investment** on **page 37** for technology/automation in the bookstores (excluding website development costs) and a timeline for your automation plans. Polk State will not buy out the un-depreciated portion of a technology investment at the termination, expiration, or non-renewal of the contract.
- e. Include the guaranteed capital investment for the facility, furniture, and fixtures.

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## 8. Customer Service

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- a. Describe in detail how the proposer will provide extraordinary bookstore customer service.
- b. Describe proposer's refund policy for all course materials, new textbooks, used textbooks, bundled packages, course packs, rental text books, digital textbooks, and general merchandise.
- c. Describe proposer's plan to develop strong relationships with faculty and plans to market/promote textbook/course materials to students.
- d. Describe in detail proposer's plans to provide comprehensive textbook/course materials and services to support distance learning programs.

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## 9. Textbooks and Merchandise

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- a. Describe proposer's **general book program** and the plan to ensure that the general book program supports the academic mission of Polk State.
- b. Describe in detail the textbook/course materials services and programs the proposer will provide to faculty and students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
- c. Describe in detail the textbook **rental** program the proposer will provide.
- d. Provide a detailed description of the proposer's sources for **used** textbooks, along with a description of the textbook buy-back program, including any incentives or programs that would allow for buy-back prices that are greater than wholesale prices. Please include proposer's estimated used textbook ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of bookstore operation.
- e. Describe proposer's plans to provide a fully integrated **buy-back** program that includes the ability for students to sell their used textbooks to any Polk State bookstore location.

- f. Describe proposer's company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Specifically, please provide a detailed description of the company's strategy regarding digital course materials, digital textbooks, learning management systems, etc.
- g. Describe proposer's custom publishing of course-pack programs.
- h. Describe proposer's plans to ensure compliance to the Florida Text Book Affordability Law (6A-14.092, Section 1004.085, F.S.) and the Federal Higher Education Opportunity Act (HEOA).
- i. Describe proposer's plans for new or expanded product lines or services for **general merchandise** to be offered, including an emphasis on products and services that will meet the needs of students, faculty, and staff.
- j. Provide a detailed description of proposer's plan to increase the sales of emblematic and logo merchandise, clothing, and gifts. Please describe proposer's plan to market emblematic/logo merchandise, including selling and promoting emblematic and logo merchandise on the bookstore's website.
- k. Describe proposer's plan to sell class rings and graduation-related merchandise.
- l. Describe proposer's marketing plan for the bookstore.
- m. Describe proposer's plan to support academic programs and events by selling and promoting books at events throughout the year.

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## 10. Innovative Concepts

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Describe proposer's innovative concepts and recommendations for expansion of and/or enhancements to the quality of bookstore customer services.

Expanded services might include:

- Competitively low textbook pricing: to include new, used, rental, and electronic formats
- Easy payment methods including Financial Aid, campus credit card, and/or traditional credit card payments
- Support for the rental program with multiple-term length and extension options.
- Free delivery and free shipping on rental returns
- Real-time order reports and shipment tracking of online orders

Include the Communications Plan for disseminating this information.

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## 11. Operation Plan

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- a. Describe proposers management operations plan for operation of the Bookstore.
- b. Proposers should clearly state the **level of service** quality they intend to provide to Polk State, including but not limited to:

- 1) **Transition Plan:** Proposer shall include a detailed transition plan with dates and events to ensure uninterrupted operation of the bookstores.
  - 2) **Stock Levels:** Proposer shall include its company's policy on stock levels in each store. Include a detailed overview of the recommended plan on how to ensure textbook levels are adequate to service all registered students.
  - 3) **Transaction Time:** Indicate the service time expected for each transaction.
  - 4) **Adoption Deadlines:** Indicate your adoption deadlines.
  - 5) **Equipment:** Proposer should provide an equipment and software list which indicates the equipment that will be used to provide campus bookstore services. Proposer is encouraged to submit a proposed one-year budget.
  - 6) **Marketing Plan:** Proposer should provide a preliminary plan to market the bookstore services to Polk State students.
  - 7) **Hours of Operation:** At a minimum, Polk State expects the bookstore to be open during the hours stated in the Sample Contract (**Attachment 4, Exhibit A**). Increased hours will better serve student needs. Include any requested changes for hours of operation.
  - 8) **Commencement Activities:** Include procedures for handling commencement activities, i.e.; the sale of caps, gowns, rings, announcements and other items. (This shall become Exhibit C of the contract).
- c. Describe any additional communications suggested.

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## 12. Staffing / Personnel

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- a. **Organization Chart:** Provide an organizational chart, detailing the position at each location to support Polk State. Indicate which positions are full-time and part-time. This organizational chart shall become **Exhibit B** of the Contract.
- b. Provide a separate company-wide organization chart.
- c. **Company Credentials:** Provide a brief statement of qualifications that includes the firm's size.
- d. **Current college or university locations:** List all bookstore sites currently under contract.
- d. **Store Managers:** Provide the related experience of the proposed store managers. Include a current job description and resume.
- e. **Training:** Describe the training that is provided for new and ongoing employees.
- f. **Describe your:**
  1. Personnel policies
  2. Hiring policies
  3. Background check policies and procedures (Identify your procedures to comply with the Jessica Lunsford Act, FS 1012.465.)

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### 13. Resolution of Litigation

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- a. **Summary of Litigation:** Provide a **summary of any litigation, claim(s), or contract dispute(s)** which have been **finalized/decided by a Court of Law**, which were filed by or against the Proposer in the past five (5) years (complete and submit a **Disputes Disclosure Form – page 42**).
- b. The summary shall include:
  - 1) The basis of the lawsuit, litigation, claim, or contract dispute (ex: Breach of Contract)
  - 2) A brief description of the case
  - 3) The outcome
  - 4) The monetary amounts involved
- c. The disclosure can be limited to:
  - 1) Cases which are related to contractual services provided in the regular course of business
  - 2) The regional/district office that will be supporting this Contract
- d. **Guideline: What information to include/exclude.**
  - 1) In the “Resolution of Litigation” section of your submittal, include:
    - a) The parties to the lawsuit
    - b) The basis of the lawsuit (ex: Breach of Contract, Alleged Surveying Error, Improper Design)
    - c) The monetary amount claimed/requested
    - d) The monetary amount settled/paid
    - e) Identification of a third party lawsuit or not
  - 2) **Include** lawsuits such as:
    - a) Breach of contract
    - b) Deficient services
    - c) Defects or deficiencies Errors or omissions
    - d) Personal injury/death due to negligence regarding your services
    - e) Negligence (regarding your services)
    - f) Negligence ensuring reasonable care during performance of services
  - 3) **Exclude** lawsuits such as:
    - a) **Liens/lawsuits filed by you due to non-payment by your client** after attempts to collect outstanding account receivable have been unsuccessful
    - b) Third party lawsuits/lawsuits where you were dismissed from the case because you were not directly involved in the problem
    - c) Landlord/tenant lawsuits
    - d) Cases where you were granted summary judgment and released from the lawsuit

- e) Improper termination of employment
  - f) Negligence cases (such as a slip-and-fall on your office premises)
- e. **Pending Litigation:** Include any information regarding your firm being involved in any potential or pending litigation.
- f. **Potential Disputes:** List any pending or forthcoming disputes that are known.
- g. **Liquidated Damages:** Indicate whether your firm has ever been assessed **liquidated damages** or delay damages. Include details.
- h. **Sanctions:** List any regulatory or license agency sanctions.
- i. **Lost Accounts/Clients:** Provide a complete list of all accounts lost (early termination or non-renewal). Include contact names and telephone number, length of service at each account, and reason for loss. This list can be limited to the regional/district office which will be supporting this Contract, and may be limited to the past five (5) years.
- j. **Canceled Accounts:** Provide a complete list of all accounts canceled/terminated **by the proposer** prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the Proposer chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this Contract, and may be limited to the past five (5) years.
- k. **Contract Denial:** Indicate if your firm has been denied a contract award by a public entity on which you submitted the low bid or were ranked as #1 by an evaluation committee. Explain in detail.

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#### 14. References

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- a. Complete and submit **page 43**. Provide the following information of proposer's educational and non-educational (college, university, K-12) references:
- 1) Company name
  - 2) Address
  - 3) Contact Person
  - 4) **Email address (Required – References submitted without email addresses will be disregarded)**
  - 5) Phone number
  - 6) Toll-free number
  - 7) Non-Educational References
- b. If possible, include reference letters from the client on each of the three most closely-related projects that the firm has completed. Be sure to use projects that have the same personnel involved that will be assigned to this project.
- c. You may provide supplementary letters of reference (in addition to **14a**, above).
- d. **Do not include as a reference:**
- 1) References which are located in foreign countries

- 2) Polk State staff or District Board of Trustees (DBOT) members
- e. See **page 28, item 6** for information regarding the reference check.
- f. The E Team considers both the information provided by the references and the percentage of replies received from them.

**NOTE: All Proposals are subject to the Florida Public Records Act, F.S. 119.**

# Evaluation of Proposals

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## 1. Evaluation Method

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- a. Polk State will appoint an Evaluation Team (E Team) consisting of staff, faculty, and students to evaluate proposals and to recommend to Polk State College's President, award of a contract which meets the best interests of Polk State College. The District Board of Trustees shall make the final award.
- b. Polk State shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. Polk State's decisions will be final.
- c. The E Team will meet and score the proposals in accordance with the criteria and their weights, with a point structure of:

0 = No information provided / mathematical calculation

1 = Poor

2 = Below Average

3 = Average

4 = Above Average

5 = Excellent

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## 2. Non-Responsive Proposals

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- a. Non-responsive proposals will be rejected by the Purchasing Department, and will not be distributed to the E Team for consideration. Additionally, the E Team may determine that required documentation is so inadequate as to be non-responsive. Non-responsive proposals may include, but are not limited to, the following:
  - 1) Late submission
  - 2) Proposer does not meet the minimum qualifications
  - 3) Failure to follow the required format as listed on **page 17** of the RFP
  - 4) Failure to provide required documentation
- b. The E Team will evaluate all responsive written proposals to determine which proposals best meet the needs of Polk State based on the Evaluation Criteria.

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## 3. Evaluation Criteria

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- a. The E Team may choose to use consensus scoring in the initial evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive review.

- b. The E Team shall then utilize the Evaluation Form included to evaluate each of the remaining proposals.
- c. The criteria and weights as shown on **page 31** shall be utilized in the evaluation of the written Proposals and oral presentations.

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#### **4. Evaluation of Written Proposals / Short-Listing**

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- a. Upon completion of the evaluation of all written proposals, the E Team shall determine whether to recommend award to the proposer with the highest score, or to invite those firms in the “Competitive Range” (see **page 33**) to give an oral presentation.
- b. Should the E Team determine to recommend award to the proposer with the highest score at this time, the Purchasing Department shall execute a written reference check. A reference questionnaire will be emailed to each of the references listed in the proposal. If the responses are a cause for concern, the E Team may reconsider their recommendation for award.
- c. The short-listed proposers will be posted on the dedicated Purchasing webpage.

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#### **5. Notification of Short-Listing**

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- a. The short-listed proposers will be notified as follows:
  - 1) A letter will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.
  - 2) Should the Evaluation Criteria for the Oral Presentations be changed, the revisions will be included in the letter.

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#### **6. Reference Check**

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- a. The evaluation criteria for the oral presentations will include references, and may involve on-site visits to proposer’s place of business or clients by members of the E Team.
- b. The Purchasing Department shall perform a written reference check.
  - 1) A 1-page reference questionnaire will be **emailed** to each of the references listed in the proposal.
  - 2) Each of your references should be aware that they may be contacted and should be willing to respond in a timely manner.
  - 3) A written tabulation of the responses will be provided to the E Team; therefore, these criteria need not be covered in the oral presentation.

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#### **7. Site Visits**

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Members of the E Team may visit a service site or client of the short-listed proposers.

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## 8. Oral Presentations

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- a. Short-listed firms will be invited to give an oral presentation to provide an opportunity for the proposer to clarify their qualifications, approach to the project, and ability to furnish the required services.
- b. Firms responding to this RFP must be available for presentations.
- c. The tentative schedule time and date for these presentations is on **page 11**. Should there be any changes to the time or location, they will be posted on the website at:

[www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx](http://www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-01.aspx)

- d. The criteria for evaluating the oral presentation are on **page 32**. The criteria are subject to change. In the event the criteria are revised, the short-listed proposers will be advised of the changes. The final scoring will be wholly based on these criteria. Scores from the initial evaluation will not be “brought forward.”
- e. The interview time shall be limited to one (1) hour, with forty-five (45) minutes allotted to the presentation and the remaining time for questions and answers.
- f. It is highly recommended that the interview team include store managers and other key employees.
- g. Written handouts and/or “leave-behinds,” such as brochures and PowerPoint hand-outs (recommend 3 slides per-page) are permitted.
- h. If PowerPoint is part of the presentation, both a hard-copy and an electronic copy of the presentation **must be provided to the Director of Purchasing upon proposer’s arrival**.
- i. Gifts, including food products, for the E Team are **expressly prohibited**.
- j. Proposers may bring the presentation on a flash-drive. Polk State will provide a computer, remote, and screen. If the presentation requires specialized software, bring a laptop with that software loaded.
- k. Oral presentations are subject to Florida’s Sunshine Law, FS 286.011; therefore, they are open to the public and will be audio-taped and/or video-taped.

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## 9. Approval by Polk State’s President

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Following oral presentations, the E Team shall rank the short-listed firms in accordance with weighted criteria as indicated within the RFP and shall present a recommended ranking to Polk State College’s President.

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## 10. Posting of Recommendation

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- a. The President’s recommendation for ranking will be posted for review by interested parties to the Purchasing Department ITB/RFP bulletin board and to the dedicated Purchasing webpage prior to submission to the District Board of Trustees (DBOT) for final acceptance of ranking.
- b. The recommendation will remain posted to the dedicated Purchasing webpage and the ITB/RFP bulletin board in the Purchasing Department.

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**11. Negotiation and Award**

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- a. Polk State anticipates award to the highest ranked proposer. Final approval shall be by Polk State's District Board of Trustees at a regularly-scheduled public meeting.
- b. Any contract negotiations required will be led by Polk State College's Purchasing Director.
- c. The RFP and ranking process does not constitute an offer, agreement, or a contract with the proposer. Once the ranking is approved, a contract with the top-ranked firm will be negotiated, finalized, and executed. Failure to execute a contract with the top-ranked firm will result in negotiations with the second-ranked firm and so on.
- d. The contract will become binding upon approval by the appropriate level of authority within Polk State College and executed by the parties.

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**12. Protests**

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Failure to file a protest within 3 working days of posting of the recommendation for award shall constitute a waiver of proceedings.

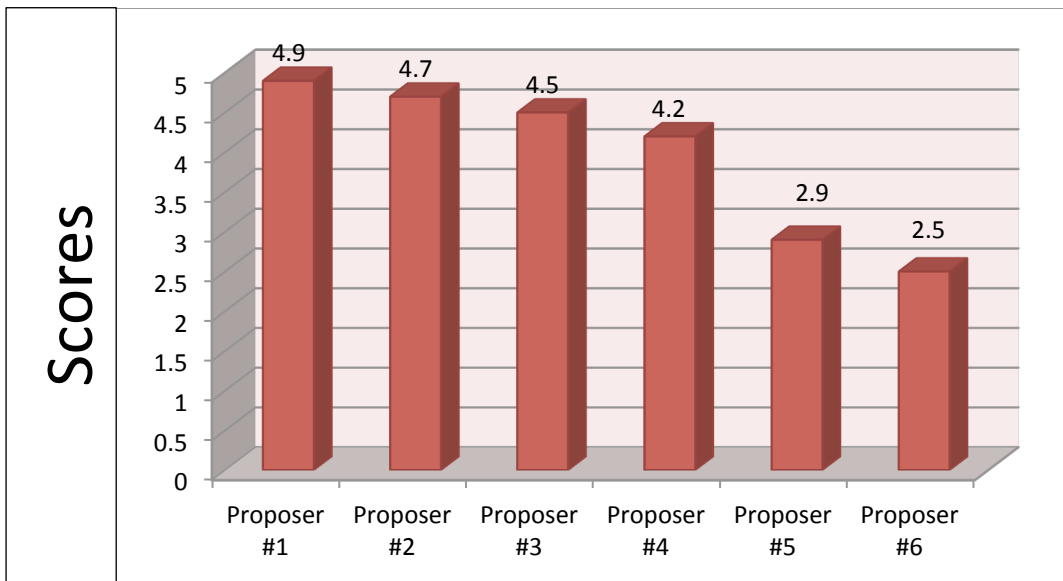
<b>Evaluation Criteria for Written Proposals</b>	
<b>Criteria for Evaluating Written Proposals</b>	<b>Weight</b>
<b>Financial Capability</b> — <i>Ref: Page 19, Item 3</i> 1. History of bankruptcy 2. Financial resources and capabilities/financial statement	<b>5%</b>
<b>Pricing</b> — <i>Ref: Page 19, Item 4</i> 1. Pricing structure	<b>15%</b>
<b>Scholarships / Commission / Revenue</b> — <i>Ref: Page 20, Item 5</i> 1. Guaranteed and % commission and scholarships, and other incentives 2. Discounts for students, faculty, and staff	<b>10%</b>
<b>Facility Investment</b> — <i>Ref: Page 20, Item 6</i> 1. Investment in facility, furniture, and fixtures	<b>5%</b>
<b>Technology / POS System</b> — <i>Ref: Page 20, Item 7</i> 1. Investment in computerization and technology	<b>5%</b>
<b>Customer Service</b> — <i>Ref: Page 21, Item 8</i> 1. Refund policy 2. Relationships 3. Support of distance learning	<b>5%</b>
<b>Textbook &amp; Merchandise</b> — <i>Ref: Page 21, Item 9</i> 1. Textbook program 2. Rental, used books, and buy-back	<b>10%</b>
<b>Innovative Concepts</b> — <i>Ref: Page 22, Item 10</i> 1. Recommendations for providing increased services to customers 2. Expansion of services 3. Creative models for textbook delivery	<b>15%</b>
<b>Operation Plan</b> — <i>Ref: Page 22, Item 11</i> 1. Transition plan & Marketing plan 2. Stock levels 3. Transaction time 4. Adoption deadlines 5. Equipment 6. Hours of operation 7. Commencement activities 8. Communications	<b>20%</b>
<b>Staffing / Personnel</b> — <i>Ref: Page 23, Item 12</i> 1. Organizational chart 2. Company credentials 3. Current locations 4. Store managers	<b>5%</b>
<b>Litigation</b> — <i>Ref: Page 24, Item 13</i> 1. Summary of Litigation 2. Pending litigation and potential disputes 3. Liquidated damages 4. License sanctions 5. Lost or cancelled accounts 6. Contract denial	<b>5%</b>

<b>Evaluation Criteria for Oral Presentations</b>	
<b>Criteria</b>	<b>Weight</b>
<b>Revenue / Commission</b> <ol style="list-style-type: none"> <li>1. Guaranteed amount</li> <li>2. % Commission</li> <li>3. Discounts for students, faculty, and staff</li> <li>4. Pricing</li> <li>5. Scholarships</li> </ol>	<b>10%</b>
<b>Operations Plan</b> <ol style="list-style-type: none"> <li>1. Stock levels</li> <li>2. Plan to ensure no stock-outs</li> <li>3. Transaction time</li> <li>4. Training</li> <li>5. Textbook adoption deadlines</li> <li>6. Equipment</li> <li>7. Marketing plan</li> <li>8. Hours of operation</li> <li>9. Commencement activities</li> <li>10. Transaction plan</li> </ol>	<b>10%</b>
<b>Staff and Functions:</b> <ol style="list-style-type: none"> <li>1. Identify the following actual staff members to be assigned to: Winter Haven Campus Store Manager Lakeland Campus Store Manager Sales Staff</li> <li>2. Describe the store managers' individual ability and experience</li> <li>3. Indicate the function of each within the organization</li> <li>4. Proposed duties and responsibilities</li> <li>5. Organizational chart</li> </ol>	<b>25%</b>
<b>Innovative Concepts</b> <ol style="list-style-type: none"> <li>1. Reduce costs</li> <li>2. Increase options</li> <li>3. Improve delivery</li> </ol>	<b>50%</b>
<b>References:</b> <ol style="list-style-type: none"> <li>1. Letters of reference included in the proposal</li> <li>2. Results of written reference check performed by the Purchasing Department</li> </ol>	<b>5%</b>

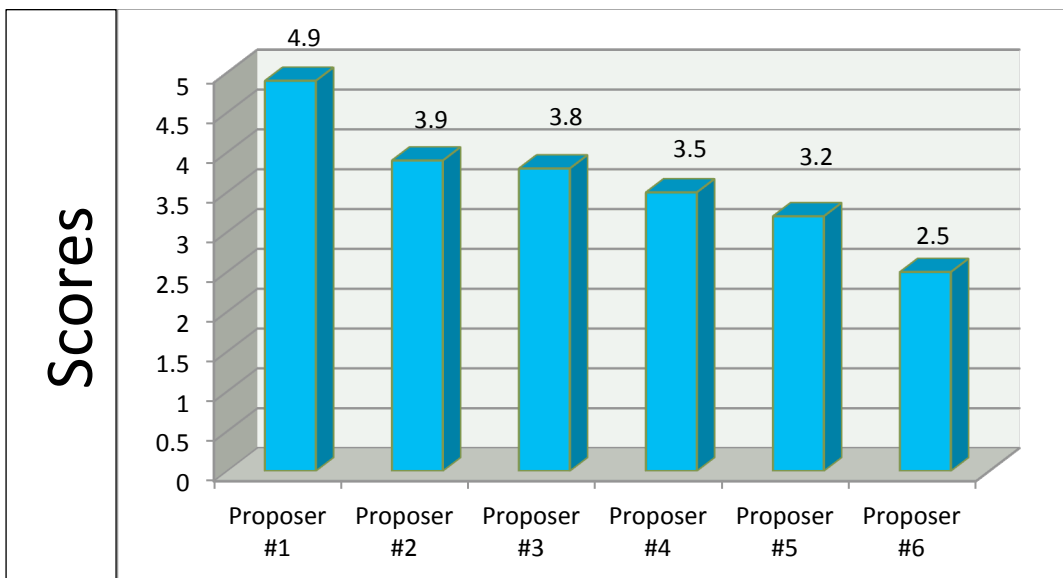
# Competitive Range

## Example

Scores range from 1 (poor) to 5 (excellent)



In the above scenario, the **top 4 proposers** may be considered for further evaluation via oral presentations.



In the above scenario, award may be made to proposer #1 without oral presentations.

## **Submittal Forms**

# Proposer Information

Proposer (Company) Name:	Formerly:
Mailing Address:	Street Address:
City, State, Zip:	City, State, Zip:
Type of Entity: <i>(check one)</i> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture	
Contact Person:	Title:
Email Address:	Website Address: <a href="#">www.</a>
Telephone Number:	Toll Free Phone Number:
Fax Number:	Cell Phone Number:
Federal Employer Identification Number (FEIN):	SSN (if Sole-Proprietorship or Partnership):  <i>Only required if FEIN is not provided</i>
Incorporated in the State of:	Year:
License #:	
<b><i>This form must be included in Section 1 of your proposal to fulfill the requirements of page 18, section 1b.</i></b>	

## Pricing Summary Form

<b>Proposed</b>	<b>%Proposed</b>
1. Will you grant revolving credit for students, faculty, and staff?	<b>Yes or No</b>  <i>Circle One</i>
2. <b>RENTAL</b> of textbooks with the average pricing being less than ____% of a new textbook. Provide a copy of your <i>Textbook Rental Program</i> (or similarly titled) guide with your submittal.	%
3. Non-return of rental book penalty (in addition to being charged the standard retail amount).	%
4. Sale price of all <b>new textbooks</b> purchased from net price publishers at a cost not to exceed the net price plus ____% gross margin (sell price shall not exceed publishers' list prices).	%
5. <b>Merchandise</b> other than textbooks at a cost not to exceed cost plus ____% gross margin.	%
6. <b>Buy-back</b> of textbooks that have been re-adopted for the next term at a minimum of ____% of the current "new" sell price.	%
7. <b>Re-sell of used textbooks</b> to students for textbooks that are re-adopted for the next term at no more than ____% of the current "new" sell price.	%
5. Sale price of <b>E-Text books</b> purchased from net price published at a cost not to exceed the net price plus ____% gross margin.	%

## Revenue/Incentives/Scholarships Summary Form

Proposed	% Proposed
1. Guaranteed Minimum \$ per year	\$
2. Percent <b>Commission</b> to Polk State from Gross Receipts <i>(Provide formula that will be used to determine gross revenue.)</i>	%
3. Guaranteed \$ amount in <b>Scholarships</b>	\$
4. Donations: (Identify additional incentives)  _____ _____ _____ _____ _____	\$
5. Facility Improvement Investment	\$
6. Technology Investment	\$
7. Polk State Faculty and Staff Discount	%

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Polk State College 999 Avenue H, NE Winter Haven, FL 33881-4299
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
-									
-									
<b>Employer identification number</b>									
-									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**This form must be included in Section 1 of your Proposal to fulfill the requirements of page 18, section 1d.**

# Drug-Free Work Place Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does the following:  
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the proposed commodities or contractual services a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on any employee who is so convicted, or requires satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

***This form (if applicable) must be included in Section 1 of your Proposal to fulfill the requirements of page 18, section 1e.***

# Store Manager – Winter Haven Campus

**Store Manager's name:**

Include up to five (5) similar projects in which the proposed Store Manager has served in the capacity of Store Manager during the past ten (10) years.

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

*This must be included in Section 12 of your Proposal to fulfill the requirements of page 23, section 12d.*

# Store Manager – Lakeland Campus

**Store Manager's name:**

Include up to five (5) similar projects in which the proposed Store Manager has served in the capacity of Store Manager during the past ten (10) years.

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

**Project Name:**

**Company/Owner:**

**Completion Date:**

**Address:**

**Contact Person:**

**Phone Number:**

**Email:**

**Summary of Work:**

*This must be included in Section 12 of your Proposal to fulfill the requirements of page 23, section 12d.*

# Disputes Disclosure Summary of Litigation

**Answer the following questions by placing an "X" or check "✓" in the box (☒ or ☑) after "YES" or "NO." If you answer "YES," please explain via attachment.**

Disclosure can be limited to the regional/district office which will be supporting this contract.

YES <input style="width: 40px; height: 20px;" type="checkbox"/> NO <input style="width: 40px; height: 20px;" type="checkbox"/>	Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?
YES <input style="width: 40px; height: 20px;" type="checkbox"/> NO <input style="width: 40px; height: 20px;" type="checkbox"/>	Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?  <b>If yes,</b> indicate company name, contact name, and telephone number, length of service provided, and reason for early cancellation/termination of contract.
YES <input style="width: 40px; height: 20px;" type="checkbox"/> NO <input style="width: 40px; height: 20px;" type="checkbox"/>	Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?  <b>If yes,</b> state the nature of the request for equitable adjustment, contract claim, or litigation; a brief description of the case; the outcome or status of suit; and the monetary amounts involved.

By submission of this form, proposer certifies that all statements made are true, and agrees and understands that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement.

***This must be included in Section 13 of your Proposal to fulfill the requirements of page 24, section 13.***

**Proposer:**

## References

Client Name / Address	Contact Person	Telephone & Fax Number
	Name:	Phone:
	Email:	Toll Free:
		Fax:
	Name:	Phone:
	Email:	Toll Free:
		Fax:
	Name:	Phone:
	Email:	Toll Free:
		Fax:
	Name:	Phone:
	Email:	Toll Free:
		Fax:
	Name:	Phone:
	Email:	Toll Free:
		Fax:
	Name:	Phone:
	Email:	Toll Free:
		Fax:
	Name:	Phone:
	Email:	Toll Free:
		Fax:
	Name:	Phone:
	Email:	Toll Free:
		Fax:

**Include Email Addresses!**

**Verify all email addresses prior to submittal to ensure they are up to date!**

*This form must be in Section 15 of your Proposal to fulfill the requirements of page 25, section 14a.*



## Minority / Woman-Owned Business Statement

Type of Business: *Check applicable block(s)*

☐

**“African-American”** includes persons having origins in any of the black racial groups of Africa.

☐

**“Hispanic American”** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

☐

**“Native American”** includes American Indians, Eskimos, Alaskan Indians, Aleuts, and Native Hawaiians.

☐

**“Asian-Pacific Americans”** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

☐

**“Asian-Indian Americans”** includes persons whose origins are from India, the Indian Sub-Continent, and Pakistan.

☐

**“Woman-Owned Business Enterprise”**

**Note:** MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which is at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock is owned by a minority or woman. The minority or woman ownership must exercise actual day-to-day management and control of the business.

Company Name:

Certified by (*name of Public Entity, if applicable*)

Certificate Number:

Attach a copy, please.

Polk State is required to report MBE/WBE expenditures to the State of Florida’s Office of Supplier Diversity (OSD) on an annual basis. The report includes a supplemental list of firms who have indicated that they are owned by a woman or minority, but have not been certified by OSD, although they may be certified by other public entities.

It is requested that MBE/WBE owned firms complete this page and include it with their submittal in Section 1

***for reporting purposes only.***

# Statement of No Proposal

## RFP #14-01

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals via fax to 863-297-1085, or via email to [pcharneskie@polk.edu](mailto:pcharneskie@polk.edu) or mail to:

Polk State College  
Purchasing Department  
999 Avenue H, NE  
Winter Haven, Florida 33881-4299

We, the undersigned, have declined to propose on the above referenced RFP for the following reason(s):

- ☐ Scope of Work or Terms & Conditions are too "restrictive" (*please explain below*)
- ☐ Unable to meet requirements (*please explain below*)
- ☐ RFP was unclear (*please explain below*)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of service or equivalent
- ☐ Our employee man loading would not permit us to perform
- ☐ Unable to meet bond or insurance requirements
- ☐ Other (*please explain below*)

Remarks:



**Remove us from your Vendor Database**

Company:

Date:

Signature:

Printed Name:

**Failure to submit either a proposal or a Statement of No Proposal shall be cause for removal from the vendor database.**

**Use this form regarding page 5 item #9.**

# Checklist

This checklist is provided to assist in the preparation of a proposal. Included in this check list are important requirements which are the responsibility of each proposer in order to submit a fully compliant proposal. This checklist is only a guideline. It is the responsibility of each proposer to read and comply with the RFP in its entirety.

**Check (✓) each of the following when accomplished:**

- ☐ Outside of box is marked accordingly: **RFP #14-01 for Bookstore Management, Due Date: March 11, 2014**. If hand-delivering the submittal, use the form provided on the website.
- ☐ electronic copies are included in the front-inside pocket of each binder.
- ☐ Box is sealed with tape.
- ☐ The final Addendum (if issued) is signed and included.
- ☐ *Proposer Information* form (**page 35**) is completed and included in Section 1.
- ☐ *Pricing and Revenue/Incentive/Scholarship Summary* form (**page 36 and 37**) is completed and included in Section 4.
- ☐ *W-9* form (**page 38**) is completed and included in Section 1.
- ☐ *Drug-Free Workplace* form (**page 39**) is signed and included in Section 1.
- ☐ *Winter Haven Store Manager* form (**page 40**) completed and included in Section 12.
- ☐ *Lakeland Store Manager* form (**page 41**) completed and included in Section 12.
- ☐ *Disputes Disclosure* form (**page 42**) is completed and included in Section 13.
- ☐ *References* (**page 43**) are included in section 15. \*All references have been informed that they listed as references and may receive a 1-page questionnaire.
- ☐ *Minority and Woman-Owned Business Declaration* form (**page 44**) is enclosed in section 1, if applicable.

***This page is for your information use only. It does not need to be submitted with your Proposal.***

