

**REQUEST FOR PROPOSALS #CU2202
SERVICES**

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Questions will be received until 09/16/21 at 3:00PM EST

Proposals will be received until 10/04/21 at 3:00PM EST.

REQUEST FOR PROPOSALS

RFP # CU2202

SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1 Purpose: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms in order to establish a contract through competitive negotiation for providing Bookstore Management Services for students, faculty and staff of Concord University.

1.2 Schedule of Events:

Release of RFP: 09/09/21

Question Deadline: 09/16/21

Addendum/Response to Questions: 09/23/21

Proposal Due Date: 10/04/21

Target Award Date: 10/11/21

1.3 Bidder's Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP) is:

John Galatic, VP of Business & Finance/CFO

PO Box 1000

Athens, WV 24712

(304) 384-5190

jgalatic@concord.edu

1.4 Posting of Information: This RFP and any addenda, including answers to questions, will be posted on the Concord University RFP webpage: <https://www.concord.edu/About/Important-Offices-Centers/Business-Office/Accounts-Payable-Procurement/RFPs.aspx>

1.5 Questions and Answers: Questions concerning this RFP will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified in Section 1.2. When submitting questions by e-mail, please reference RFP CU2202 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Proposal Submission: Deliver an original and 1 copy of the proposal on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFP number, the bid opening date/time and the VP of Business & Finance/CFO's name.

NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.

In addition, a digital copy of the proposal should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original bid.

PROPOSALS RECEIVED AFTER THE DUE TIME AND DATE WILL NOT BE CONSIDERED. IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.

1.7 Proposals shall remain in effect ninety (90) days from the submission date.

1.8 Conflict of Interest: By signing the proposal, the bidder affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' proposal. Bidder will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the bidder must disclose it to the institution promptly.

1.8 Independent Proposal: A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.9 Rejection of Proposals: The VP of Business & Finance/CFO reserves the right to accept or reject any or all proposals, in part or in whole, at his discretion. The VP of Business & Finance/ CFO reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the VP of Business & Finance/CFO confers no rights upon the bidder nor obligates the institution in any manner.

1.10 Expenses: The institution will not be held liable for any expenses incurred by any bidder responding to this RFP including expenses to prepare or deliver the proposal or attend any oral presentation.

1.11 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews.

1.12 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder's representatives and the institution personnel are not binding. Only the information issued in writing and added to the RFP by an official written addendum is binding.

1.13 Award: It is anticipated that a single contract will be awarded for all services. However, the institution reserves the right to configure the contract in whatever manner is in its' best interests.

1.14 Public Record: All documents submitted in response to the RFP and any documents created as a result of this RFP are considered public record. All bids, proposals or offers

submitted shall become public information and will be available for inspection during normal business hours at the institution.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.15 Contract: The RFP and the bidder's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum and the bidder's proposal in the response to the RFP.

1.16 Contract Term: This contract will be effective upon award and shall extend for a period of 5 years. By mutual consent of the vendor and the institution, the contract may be renewed in one year increments up to 5 years after the initial 5-year term.

1.17 Contract Changes: Any changes to the original contract will be made via a Change Order issued by the institution. No change is official until a signed Change Order is produced.

1.18 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, the institution may terminate the contract at the end of the affected current fiscal period without charge or penalty. The institution shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the institution receives notice.

1.19 Contract Termination for Failure to Perform: The institution may terminate the contract resulting from this RFP immediately at any time the vendor fails to meet the terms of the contract.

1.20 Payment of fees will be made upon successful completion of the required services. Progress payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to the Systems and is included in the bidder's response to this RFP.

1.21 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.22 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

SECTION 2: ELIGIBILITY REQUIREMENTS

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000. See

<http://www.state.wv.us/admin/purchase/vrc/default.html> for additional vendor registration information.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the institution to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit A.

2.5 Purchasing Affidavit – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit B) should be completed, signed and returned with the bidder's proposal.

2.6 RFP Response Title Page – The Title Page includes the RFP Number, Addenda Received check boxes, the Bidder's business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to obligate the business. See Exhibit C.

SECTION 3: BACKGROUND INFORMATION

3.1 Concord University is a four-year public liberal arts university and part of the West Virginia Higher Education System; founded in 1872 The University has a branch in the Erma Byrd Center located in Beaver, WV.

3.2 There are currently approximately 1,800 students enrolled.

3.3 The bookstore offers approximately 4610 SF of sales space, 200 SF of office space and 952 SF of storage space. A layout of the bookstore is posted on the RFP website (Exhibit F)

3.4 The selected vendor is expected to maintain the current bookstore space at their expense to the degree the appearance will be aesthetically pleasing to both the Contractor and the University.

SECTION 4: SCOPE OF SERVICES

4.1 Program Objectives

4.1.1. The University is seeking a qualified contractor to furnish management, labor, equipment, goods and supplies necessary to manage and operate a professional Bookstore that will provide the highest caliber of services to the University community. The University's overall goal in soliciting a Contractor to provide Bookstore management services is to enhance and improve upon the level of financial effectiveness, services and satisfaction currently being provided on campus. It is essential that the Bookstore 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 University community

is obtaining the best possible combination of quality, customer service and price.

4.2 Scope of Work

4.2.1 During the term of the Contract between the University and the Contractor, the Contractor shall operate the University Bookstore, in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

4.2.2 Contractor shall provide the University with the services usually expected of a top quality University bookstore.

4.3 Minimum Textbook, Reference, & Trademark Offerings

4.3.1 The Contractor shall stock in sufficient quantity, display, and offer for sale:

4.3.1.1 All required, recommended, and suggested text and course books, whether new or used, in editions specified by the faculty or other designated departmental representatives;

4.3.1.2 Other educational materials and supplies required by instructors or used by the University's students;

4.3.1.3 An adequate opportunity for e-textbook purchases;

4.3.1.4 A vibrant textbook rental program at the University

4.3.2 Please describe your company's plans to deal effectively with the changing types of course materials and changes to the delivery of course materials, including digital course materials, digital textbooks, textbook rental programs etc.

4.3.3 In its provision of books, supplies, and materials the Contractor will prepare (in a form acceptable to the University) and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester. The University will make reasonable efforts to see that each Contractor's bookstore management is given timely notice by faculty members or authorized designees, whenever practicable, of the books, supplies, and material requested for all courses offered as follows:

4.3.3.1 For the Spring semester, beginning in January, on or before October 10th;

4.3.3.2 For the Summer sessions and intersession, on or before February 25th; and

4.3.3.3 For the fall semester, beginning in late August or early September, on or before March 20th.

4.3.4 The Contractor shall provide timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Contractor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Contractor shall make every reasonable effort to supply items requested even when requests are not timely.

4.3.5 The Contractor shall make every possible effort to increase used book sales at the

University by retaining used books purchased at the University, if required for the following semester, and by purchasing or acquiring used books from other bookstores and companies if necessary.

4.3.6 The Contractor shall provide for sales of textbooks and other educational materials required for off-campus courses at off-campus instructional centers in Beaver, WV and other sites as may be added by the University.

4.3.7 The Contractor shall maintain a high-quality reference inventory that is current, relative, and supportive of the curriculum and interests of the faculty, students, and staff of the University. The Contractor must be responsive to advice relative to the stocking of reference books suggested by the University faculty members and/or researchers.

4.3.8 Provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University.

4.3.9 The Contractor shall promote book signings and other academic and scholarly events as appropriate.

4.4 Marketing & Promotions

4.4.1 The Contractor shall develop a yearly Marketing Plan in conjunction with and approved by the University. The Contractor shall bear all costs associated with the design, development, and printing of promotions, brochures, banners, newsletters, advertisements, and other materials.

4.4.2 The Contractor shall provide special promotions frequently throughout each year of the contract, and will be expected to support New Student Orientation, University 100, and other on-campus programs.

4.4.3 The Contractor is requested to provide in the Proposal a list of the promotions that will be provided during the academic year.

4.4.4 The Contractor shall submit to the University's Vice President of Business & Finance & CFO for prior approval, all University-related advertising to be done off the University's campus or in other than University media. The Contractor shall withdraw any advertising from any location or media if the University should request that such advertising be withdrawn.

4.4.5 The Contractor shall adhere to the Concord University Department of Athletics visual identity and graphics standards which includes the athletics logo family and graphic standards. The Contractor must conform to the concept behind the logo, secondary logos, following examples of logos, containing guidelines on color and background color combinations, color reproductions, pantone colors, 4-color process printing, 2-color process printing and 1-color processing printing. There will be a requirement of "clear space", minimum size, staging and minimum size of proportionate reproduction. The Contractor will be aware of the types of incorrect usage in relation to the visual identity and graphics standards for the University.

4.5 Website/Online Sales

4.5.1 The Contractor shall develop, maintain, and up-grade a professional website which

allows for online purchases. This website should integrate with the University website.

4.5.2 The website must allow students the option of purchasing textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with Concord University receiving credit for the sale.

4.5.3 The website should be used as a means to market Concord University-licensed merchandise to students, alumni, parents, prospective students, and others.

4.6 Merchandising

4.6.1 The Contractor shall offer a selection of "soft goods", such as school and office supplies, Concord University emblematic apparel, memorabilia, spirit items, computer supplies and software, art supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments at other university bookstores. The University will receive a percentage of sales for these "soft goods" and the University will provide the Contractor a license for use in marketing the merchandise. The percentage of these sales will be an amount proposed by the Contractor and agreed upon between the Contractor and the University.

4.6.2 The University reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which the university considers offensive or inappropriate.

4.6.3 The Contractor is expected to be sensitive to the needs and the environment of the University and the local community and shall provide excellent customer service at all times.

4.6.4 The Contractor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by the University

4.6.5 It is understood the University reserves the right to maintain office supplies within the University's Print Shop. These supplies are to be used by the operating divisions at their discretion; however, the University may be permitted to charge for bookstore items purchased on their respective account.

4.6.6 The Contractor will participate in the graduation fairs presented, which are currently held once in the fall and once in the spring.

4.6.7 The Contractor will work with the Athletic Department in the area(s) of supplying textbooks to the athletic department (book loans) on a semester by semester basis. This transaction will involve athletic department use of the textbooks and a return of the textbook at semester end to the Bookstore in a method that incurs no cost to the Athletic Department.

4.7 Training

4.7.1 Training. The Contractor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure that ongoing staff developmental needs are met.

4.7.2. Adequacy Contractor is to provide sufficient personnel to ensure efficient and

courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Contractor, whom shall be solely responsible for the payment of their wages and benefits.

4.7.3 Student Part-Time Employees. The Contractor is strongly encouraged to employ Concord University students. University students working within the bookstore will be considered independent employees of the Contractor. The Contractor will provide all required tax documents to students based upon the established deadlines or specifications of the State and Federal Governments for submission. Student employees of the Contractor are not to be paid less than the Federal minimum wage.

4.7.4 Employee Policies. Contractor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore must be available for review by the University.

4.7.5 Equal Opportunity and Affirmative Action. The University is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex or gender orientation, age, physical ability, or marital status.

4.7.6 The Contractor's employees must comply with all campus registration and parking regulations and are subject to penalties for violation as prescribed.

4.8.7 Managers. The Bookstore Manager and Departmental Managers assigned to the Bookstore by the Contractor **must** be approved by the VP of Business & Finance/CFO. Subsequent changes in these assignments are to be made by the Contractor only after prior consultation with, and approval of the University. The Contractor may assign temporary Managers from within the company to staff the Bookstore in the following situations:

4.8.7.1 The incumbent Manager is unavailable due to a medical or family emergency.

4.8.7.2 The incumbent Manager resigns and an interim solution is needed during the search process for a new Manager.

These temporary measures listed above must be communicated to the VP of Business & Finance/CFO but do not require approval.

4.8.8 Manager Replacement. The University reserves the right to request replacement of the Bookstore Manager or any temporary Managers for good cause as determined by the University, or for actions considered to be not in the best interests of the University. Such actions will be taken only after consultation with Contract Administrators.

4.8.9 Conduct. Contractor employees must strictly adhere to University regulations regarding personal behavior and all other rules and regulations of the University as well as the rules and regulation for the State of West Virginia.

4.8.10 Customer Service & Communications:

4.8.10.1. In order to determine that superior customer service is being provided to the University, a method to assess customer service shall be agreed upon by the

University and the Contractor after the contract is awarded.

4.8.10.2 It is understood that the University reserves the right to establish a Bookstore Advisory Committee. The Contractor's bookstore manager shall meet regularly (monthly preferably after month ending closing of the books) with the Bookstore Advisory Committee, and with University officials to review bookstore operations. Further, the Contractor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with University officials, in the development and improvement of the Bookstore's program, services and policies. The Contractor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from University officials for the improvement of the Bookstore's program, services and policies. The Bookstore Manager or his/her designee is also expected to meet periodically (quarterly) with Administrators, Deans, Chairpersons, and other faculty members.

4.9 Sustainability Practices - The Contractor is expected to uphold the University's strong commitment to environmental consciousness and responsibility. Describe programs and processes the Contractor will use to implement and maintain environmentally friendly practices.

4.10 Technology

4.10.1 Indicate the systems and procedures proposed for use in the following Bookstore functions or areas:

4.10.1.1 Textbook and course materials management

4.10.1.2 Merchandise management

4.10.1.3 Student financial aid management in BANNER

4.10.1.4 Debit Card/Credit Card/Campus One-Card

4.10.1.5 General tradebook management

4.10.2 Provide information about your automated point of sale (POS) system for recording, verifying, and reporting sales, including a brief description of automated system features. Indicate what type of back-up system or procedures are to be utilized in case the system is temporarily inoperative. Indicate compatibility of point of sale system with SFA Systems I Debit Card Systems.

4.11 Bookstore Policies

4.11.1 Operating Schedule. The Contractor will be required to operate the Bookstore in the existing University Bookstore located in bottom floor of the Jerry L Beasley Center on a 12-month basis, based on the University's academic calendar(s) (Exhibit G). The University reserves the right, upon consultation with the Contractor, to establish or change the service hours, plans or other methods of operation of the Bookstore. Item #8 provides more detail into the operating schedule aspect.

4.11.2 The Contractor shall operate according to the following pricing policies:

4.11.2.1 All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.

4.11.2.2 Textbook Pricing Policy shall be clearly stated.

4.11.2.3 All other merchandise shall be marked up to reflect a normal gross profit margin for the University bookstore industry or as pre-priced. This mark-up will be agreed upon between the Contractor and the University.

4.11.2.4 Awareness of student finances and in keeping with textbook reduction cost sensitivity.

4.11.3 The University may request and shall receive from the Contractor proof that the above pricing policies are being followed. Information shall be provided by the Contractor at the earliest possible time following its receipt of the University's request.

4.11.4 In exceptional cases only involving changes in University and college bookstore market conditions that are outside of the Contractor's control, the Contractor may request a mutual review and decision with respect to pricing policies at any time during the year. The University shall determine the effective date of any such changes in policies.

4.11.5 The Contractor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, American Express, Discover and all Debit Cards. The Contractor shall also provide for charge sales to the University where appropriate on its own accounts. The Contractor shall accept personal checks from students, faculty and staff in a reasonable amount in payment for purchases, subject to appropriate identification.

4.11.6 The Contractor shall post, in conspicuous places, and on the website bookstore policies concerning refunds, buybacks, exchanges, and discounts. The Contractor shall provide a refund policy that is developed with students' welfare in mind to encourage repeat business and in compliance with WVHEPC policies and West Virginia state laws.

4.11.7 The Contractor shall purchase used books from the students, faculty and others at the University based on a schedule that is practical and convenient to both the Bookstore and the University community according to the following policy:

4.11.7.1 If the Contractor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.

4.11.7.2 If the Contractor does not have information as to the future use of a book or if the book will not be used a following semester, or will shortly be replaced by a revision announced by the publisher, the Contractor shall pay the price listed for the book in a textbook guide which the University and the Contractor agree to use for this purpose.

4.11.8 The Contractor shall operate the Bookstore on a schedule that accommodates the academic calendar of the University community. As a minimum, operating hours are to be from 7:45 am until 4:00 pm Monday through Friday. Other operating hours may be requested by the University to accommodate summer schedules and special events. Under

such circumstances, the Contractor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above and otherwise must be approved by the University.

4.11.9 The Contractor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty and staff of the University for Authorized Sales of all merchandise, including textbooks and supplies sold in the Bookstore. These sales shall be considered a part of gross sales.

4.11.10 The Contractor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the University should reasonably request and, if the University should so request, shall cooperate with the University in the University's prosecution of such individuals. The Contractor shall not have University students arrested by public authorities or prosecuted without prior consultation with the University's police.

4.12 Facilities & Equipment

4.12.1. The Bookstore operated by the Contractor shall be operated in the existing Bookstore space. Additions to or deletions from the existing space, or relocation of the Bookstore, may be made but must be agreed upon in writing by the Contractor and the University.

4.12.2. The Contractor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. The Contractor may elect to utilize equipment already in place in the Bookstore, but shall accept the equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the University upon termination of the contract in the same condition as when accepted for use, normal wear and tear expected.

4.12.3 The Contractor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore. All renovations and finishing out, including color selections is subject to prior written approval by the VP of Business & Finance/CFO.

4.12.4. The University will be responsible for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees. The Contractor within its proposal to operate the University bookstore will incorporate into the proposal an agreed upon amount for renovations. The University would have final approval on any phase plans prior to commencement of a project.

4.12.5. The University will provide all utilities to the space used by the Contractor including:

4.12.5.1 Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.

4.12.5.2 Current office equipment (including computer equipment, cash registers and safes), furniture and fixtures, file cabinets, telephones and telephone service (including campus telephones and campus telephone service), and office machines are available for Bookstore use. The Contractor shall pay for long- distance telephone service and any additional services. Replacement equipment will be the responsibility of the Contractor.

4.12.6.3 Trash removal, snow removal and extermination services for the Bookstore.

4.12.6.4 Custodial duties within the Bookstore will be the responsibility of the Contractor.

4.12.6 To the best of its knowledge, the University is not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which houses the Bookstore. The University shall be responsible for remedying promptly any health or environmental problems at the Bookstore, other than those caused by the Contractor, and notifying the Contractor accordingly.

4.12.7 Agents and employees of the Contractor working in the Bookstore will be provided access to parking lots utilized by University employees under the policies of the Public Safety Office.

4.12.8 The Contractor shall cooperate with the University Police and with other University officials in the provision of security for the Bookstore. The Contractor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.

4.13 Financial Requirements & Administration

4.13.1 The Contractor shall have responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply including monthly reports to the University.

4.13.2. The Contractor shall supply to the University its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation.

4.13.3 The term "academic year" when used herein shall mean the fall and spring semesters, intersession, and summer school sessions.

4.13.4 The term "fiscal year" when used herein shall mean the (12) calendar months, beginning July 1st of each year and ending with June 30th of the succeeding year. The Contractor's year-to-date reports will coincide with the University's fiscal year.

4.13.5. Assignment: This contract shall not be assigned by the contractor without the expressed written consent of the President and/or his or her designee nor shall the Contractor have the right to authorize or permit the use of the University bookstore facilities by any parties other than the Contractor without the expressed written consent of the University.

4.13.6 The Contractor will forward a "Monthly Client Report" to the University's designated representative. This report should include any changes in organization structure and personnel, as well as other general information such as complaints, accolades, special achievements, special projects, etc.

4.13.7. Licenses, Permits, and Taxes:

4.13.7.1 The Contractor shall secure and pay for all federal, state, and local licenses and permits required for the University Bookstore operations provided for herein. The University will cooperate with the Contractor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the University Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

4.13.7.2 The Contractor will be granted the right to use the University's name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the University, provided that the University's name is not used for product endorsement.

4.13.8. The Contractor shall pay to the University a commission percentage (percentage will be an agreed upon amount between the University and the Contractor) based on net sales as defined herein. The Contractor shall specify this commission percentage in its Proposal. Net sales will be defined as gross sales less all sales as listed in 4.13.9 below.

4.13.9 Gross sales shall be defined as all collected sales at the Bookstore, including all sales from your bookstore website, less voids, refunds, sales tax, debit card fees, computer hardware, eBook readers, pass-through income, and other merchandise mutually designated as non-commissionable, etc.

4.13.10 Applicable payments as set in the Contractor's proposal shall be made Monthly by the Contractor to the University and shall be paid within ten (10) Days after the close of the Month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Contractor's proposal.

4.13.11 Each payment shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the University upon request.

4.13.12 The University shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Contractor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or point of sale equipment utilized by the Contractor in the University Bookstore shall have non-changeable grand totals.

4.13.13 The Contractor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the University Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the University.

4.14.14 On termination of the Contract, commissions will be paid to the University on sales up to the final day the Bookstore is operated under the Contract. The commission due the University for any Portion of a Contract year shall be calculated on a percentage basis. The percentage basis will again be an amount agreed upon by both the University and the Contractor within the proposal.

4.14.15 The Contractor shall provide property and casualty insurance covering the

Contractor's equipment and other personal property in the Bookstore. The University will provide property and casualty insurance, under the University's policy, covering Bookstore space and fixtures and equipment owned by the University.

4.14.16 The Contractor will also provide liability insurance coverage with the University named as an additional insured.

4.14.17 The Contractor will provide to the University a certificate of insurance coverages.

4.15 Purchase of Merchandise & Inventory

4.15.1 Upon commencement of this Contract, the Contractor shall purchase bookstore inventory then currently on hand using the following terms:

4.15.1.1 New Textbooks. All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by the Contractor at the University's cost. All excess textbooks not accepted for return will be purchased by the Contractor at the current wholesale price.

4.15.1.2 Used Textbooks. At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at the University's cost. All excess adopted used textbooks will be purchased by the Contractor at the current wholesale price.

4.15.1.3 Trade, Paperbacks, and Reference Books. This category includes all items not previously mentioned, including art, office and general supplies, stationary and greeting cards, etc. All trade, paperback, technical and reference books in clean and saleable condition, less than six (6) months old, will be purchased by the Contractor at the University's cost. Items not in clean and saleable condition will be set aside and purchased by the Contractor at a mutually agreeable price.

4.15.1.4 Payment for Inventory. The Contractor will pay the University for all inventories in two equal payments: 50% within sixty (60) days after the completion of a physical inventory, and 50% within one hundred and twenty (120) days after the completion of that inventory.

4.15.2. Upon the commencement of the Contract, the Contractor and the University will perform an inventory of the University's equipment, which will be used by the Contractor in the bookstore. The inventory will note the condition of the equipment, as agreed upon by the University and the Contractor.

4.15.3 Upon the termination of the Contract, the University will purchase, or require the replacement contractor to purchase, bookstore inventory then on hand from the Contractor upon the same terms as described in 4.15.1.1 through 4.15.1.4 above.

4.15.4 Should there be a dispute between the University and the Contractor, the state laws of West Virginia will prevail. The contractor will be required to sign a Form WV-96 (Exhibit B) prior to the approval of any contract between the University and the Contractor.

4.15.5 The Contractor shall provide the University a \$1,000,000 performance bond.

4.15.6 In the event the Contractor fails to maintain and keep in force the insurance coverage (including workers compensation) required herein, the University shall have the right to immediately terminate any contract resulting from this RFP and proceed with action upon the contract performance bond.

4.15.7 If the contract is terminated by the Contractor for any reason, if requested by the University the Contractor must continue the operation of the bookstore until a new Contractor can be selected provided this period shall not exceed six (6) months.

SECTION 5: VENDOR INFORMATION AND QUALIFICATIONS

Provide a statement/response to each of the following:

5.1 Identify and provide a statement of qualifications of individuals to be assigned direct responsibility for the services.

5.2 Describe the experience that key personnel have, their length of service with the firm, as well as other relevant skills.

5.3 Describe the Firm's size, illustrating its ability to fulfill the terms of the RFP.

5.4 Describe any related experience.

5.5 Provide a complete description of how the work will be conducted including all quality assurances that are provided in the firm's process for this type of work and detail the amount of time and effort that will be required of the entities' personnel. Include in this description an explanation of the tools/technology used to collect/coordinates requested items.

5.6 Provide a proposed schedule that ensures completion of the services.

5.7 Provide the names, telephone numbers and mailing addresses of at least three higher education clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should be from clients comparable to the type and scope of services solicited in this RFP.

SECTION 6: BIDDER RESPONSE AND EVALUATION CRITERIA

6.1 Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.

6.2 Proposals should be limited to 50 pages. Additional material may be presented as exhibits to the main proposal.

6.3 A Title Page (Exhibit C) should be provided. The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

6.4 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

Vendors failing to score at least 70% or 49 points for Sections 6.4.1 and 6.4.2 will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT have their prices opened and will NOT be considered for award of the bid.

6.4.1 Qualifications, Experience and Company Background – 40 points

Responses to Section 5 will be reviewed and evaluated here.

6.4.2 Services – 30 points

Responses to Section 3 and 4 will be reviewed and evaluated here.

6.4.3 Price – 30 points – The low bid will receive the full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.

6.5 Award will be made to the bidder receiving the highest point total.

6.6 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the VP of Business & Finance/CFO reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

SECTION 7: ADDITIONAL INFORMATION

7.1 By submitting a proposal in response to this RFP, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFP in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.

7.2 The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution (See Exhibit E). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.