



Request for Proposal

RFP# LBS-1125

Bookstore Management and Operation Services

July 19, 2021



REQUEST FOR PROPOSAL

RFP# LBS-1125

Issue Date: July 19, 2021

Title: Bookstore Management and Operation Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: Option A: Five (5) Year Initial Contract Term with the Option of Three (3) Additional Five (5) Year Terms or Option B: Ten (10) Year Initial Contract Term with the Option of Two (2) Additional Five (5) Year Terms.

Sealed Proposals Will Be Received Until 2:00 PM on August 18, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY:* ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # LBS-1125

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Pages	1-23
V.	PROPOSAL PREPARATION AND SUBMISSION	Pages	23-26
VI.	EVALUATION AND AWARD CRITERIA	Pages	26-27
VII.	GENERAL TERMS AND CONDITIONS	Page	27-34
VIII.	SPECIAL TERMS AND CONDITIONS	Page	34-40
IX.	METHOD OF PAYMENT	Page	41
X.	PRICING SCHEDULE	Page	41-49
XI.	ATTACHMENTS	Page	49
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Format for the Risk Assessment Plan		
	E. Bookstore Facility CADD Drawings (<i>attached separately as a .pdf document</i>)		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Bookstore Management for James Madison University (JMU), an agency of the Commonwealth of Virginia. Period of Contract shall be either Option A: Five (5) Year initial contract term with the option of three (3) additional five (5) year terms or Option B: Ten (10) Year initial contract term with the option of two (2) additional five (5) year terms.

II. BACKGROUND

- A. James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 21,590 students (*19,550 undergraduate, 1,710 graduate and 330 special non-degree students*) and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.
- B. The University is a tax exempt, non-stock public corporation, which is an instrumentality of the Commonwealth of Virginia. The University generates funds from tuition and fees, auxiliary enterprises (*i.e., food services, book store, housing, athletics and telecommunications*), gifts, grants, sponsored research, state appropriations and other sources.
- C. The University currently operates one bookstore facility, which is located at 211 Bluestone Drive, Harrisonburg, VA. The facility is two floors with approximately 28,100 square feet. A map indicating the location of the bookstore is shown here: <https://www.jmu.edu/map/regions/lake.shtml>.
- D. For the fiscal year ending June 30, 2019, the University's bookstore operation generated sales of \$9,625,692 (*not including computer hardware*).
- E. The University's student system is Oracle/PeopleSoft Campus Solutions and our student self-service portal is iHub version 9.2 tool 8.58.09 for both. Our Learning Management system is Instructure Canvas.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

Offeror shall provide a written response to the information requested at the end of items C - R in this section. In addition, Offeror shall provide a written response to items identified in Section V. B. of the RFP; Section X; and completion of attachments as requested.

A. University Overall Objectives and Goals:

The University's overall objective in soliciting proposals is to have an attractive and functional campus bookstore that draws the campus community, visitors, and others to the bookstore and to maximize sales and customer service through the provision of reasonably priced goods and services that meet the needs of the campus community. The University Bookstore shall be the official seller of JMU merchandise.

The goals of the University with respect to the University Bookstore are as follows:

1. to continue to enhance the quality of the retail program and strengthen operations to maximize efficiency and productivity.
2. to have a highly effective customer service orientation.
3. to enhance customer service by strengthening the price/value relationships of the University Bookstore products and services.
4. to support the academic mission of JMU by providing efficient and effective textbook/course materials service to student and faculty.
5. to provide easy access and multiple distribution channels for textbooks and course materials.
6. to develop a proactive textbook/course materials strategy, including communicating and coordinating with faculty regarding the use of all types of course materials.
7. to increase and implement effective strategies to reduce the cost of textbooks/course materials to JMU students through the use of emerging technologies and creative solutions.
8. to provide the campus community with a full-range of a variety of quality products, delivery, and customer service consistent with a first-class University bookstore.
9. to provide employment opportunities for undergraduate and graduate students.
10. to enhance the revenue for the University.
11. to develop a working relationship with appropriate University academic and athletic programs.
12. to enhance the University's reputation and exposure with increased marketing of licensed marks.
13. to increase the use of technology in customer service delivery systems and management techniques.
14. to provide a state-of-the-art web presence, focused on the JMU community, alumni and athletics.
15. to provide state-of-the-art physical facilities for the University Bookstore operations.

16. to develop a positive working relationship with the surrounding business communities and the general public.
17. to contract with the best possible bookstore service provider for the purpose of successfully managing and operating the University Bookstore.
18. to develop a comprehensive marketing and promotional strategy.
19. to work cooperatively with existing exclusive University contracts. These contracts include Pepsi-Cola Bottling Company of Central Virginia (*beverages*), Aramark (*food services*), Balfour (*class rings*) and the University Copy Center (*course packs*).

B. University Bookstore – Current Operation

1. The University Bookstore is located at 211 Bluestone Drive, Harrisonburg, VA.
2. The University's current contract with its bookstore contract management company expires on March 28, 2022.
3. In addition to the students, faculty and staff, the University Bookstore serves in excess of 146,000 transactions annually, and also serves approximately 21,590 students that attend the University.
4. The current location of the University Bookstore opened for business in December 2002. 28,100 sq. ft. -- Two Floors. The Bookstore includes expanded clothing & gift department, expanded text department, expanded general book department (*2,100 – 2,300 titles per semester*), expanded computer department, and a reading room with wireless access.
5. The fiscal '19 sales figure at the University Bookstore was \$12,315,695. The Bookstore sales figures for the major department/categories for the 2017, 2018, and 2019 fiscal years are as follows:

Department/Category	FY17	FY18	FY19
Used Textbooks	\$487,544	\$394,333	\$393,400
New Textbooks	\$3,621,217	\$3,260,911	\$2,924,087
Rental	\$1,433,779	\$1,413,858	\$1,429,876
Digital	\$27,659	\$44,421	\$202,456
Trade Books	\$142,450	\$151,632	\$144,091
Course Packs	Included in new text	Included in new text	Included in new text
Supplies	\$206,503	\$206,241	\$212,293
Clothing	\$3,362,178	\$3,668,983	\$3,237,022
Gifts	\$744,712	\$717,499	\$676,552
Sundries (<i>candy/snacks/regalia</i>)	\$309,405	\$326,349	\$302,345
Computer Supplies	\$133,383	\$104,643	\$95,529
Computer Peripherals	\$16,772	\$15,242	\$7,741
Computer Software	\$2,608	\$400	\$300
Computer Hardware	\$2,324,659	\$2,538,171	\$2,690,003

POSA (Discontinued 2018) (<i>Adobe Point of Sale Activation Program</i>)	\$2,475	\$1,079	\$0
TOTAL	\$12,815,344	\$12,843,762	\$12,315,695

6. Recognizing the need to remain competitive in the book selling industry and keep up-to-date with technology driven changes, the University is soliciting proposals for full service management and operation of the University Bookstore, to include all financial resources, personnel and labor, equipment, goods and supplies necessary to manage and operate the University Bookstore. Given the large student, faculty and staff, and visitor population, the sales potential is high.
7. The following operational practices are currently being used by the University Bookstore:

- a. Operating Schedule:

The University Bookstore's hours are from 8:00 a.m. to 6:00 p.m. Monday through Thursday; 8:00 a.m. to 5:00 p.m. on Friday; 11:00 a.m. to 5:00 p.m. on Saturday and 12:00 p.m. to 5:00 p.m. on Sunday. The University Bookstore also has special hours for home games - The top floor (*Textbooks, Computers, and Supplies*) will close at 5:00 p.m. The main floor will remain open for half-an hour after the end of the game. Other operating hours are required by the University Bookstore to accommodate special events and, under such circumstances, makes every effort to operate during such hours.

Academic Calendar can be found at:

<https://www.jmu.edu/registrar/students/academiccalendar.shtml>

- b. Specific Services:

The University Bookstore stocks in sufficient quantities and provides/displays and offers for sale:

- i. All required, recommended, and suggested course packets (*in coordination with the University's Copy Center*), text and course books, whether new or used, and other course materials, in the editions specified by faculty or other designated University representatives, and any other merchandise designated for classroom use by faculty;
- ii. Other educational materials and supplies used by James Madison University;
- iii. Speculative merchandise such as books, magazines, soft goods, stationery, desk and room accessories, and other items normally sold in a university bookstore, to the extent that the sale of such items is compatible with the educational mission on the University;
- iv. General-technical books;
- v. In its provision of books, supplies, and materials, the University Bookstore prepares and distributes to faculty member's requisitions

(*adoptions*) for each semester requirements. The approved academic unit representatives will forward approved textbook adoption orders of the faculty in their academic units to the Bookstore by the second week in October for the spring semester, by the second week in March for the May and summer sessions, and by the first week in April for the fall semester.

- vi. The University Bookstore provides timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items not available, delays, and new editions.
- vii. The University Bookstore makes every possible effort to increase used book sales by retaining used books purchased at the University, if required for the following semester, and by purchasing or acquiring used books from wholesale companies in order to maximize the availability of used textbooks.

C. Operations:

1. 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.
2. The contractor shall have exclusive rights to operate the full-service bookstore located at the University, offering all goods and services normally found in University bookstores, and any such additional services as may be required by the University during the term of the contract. The University shall grant the contractor the right to sell University licensed products; however, the right is not exclusive. The License Fee to be paid by the contractor shall be 12% with an increase to 15% on July 1, 2022. The contractor's exclusive rights do not include merchandise and services currently sold elsewhere within the University by departments, students, organizations or through other existing contract arrangements.
3. The University, subject to its own discretion, shall retain the right to provide other retail sales operations on campus, operated directly or through other contract arrangements. However, such other retail sales operations will not unreasonably compete with the primary bookstore merchandise categories (*i.e., textbooks, trade and reference books, supplies and emblematic items*).
4. The contractor shall provide a full-service operation utilizing and embracing technology, to include all financial resources, personnel and labor, equipment, goods, services and supplies necessary to manage and operate a professional bookstore that will provide the highest caliber of services to the campus community.
5. The contractor shall provide the JMU community with a full range of course materials, new textbooks, used textbooks, digital textbooks, customer published materials, rental textbooks, general books, reference books, supplies, dorm supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing , gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings (*through a JMU*

contract with Balfour), and other services expected from a flagship university bookstore.

6. The contractor shall serve as the campus re-seller of computer hardware and related software, accessories and supplies.
7. The contractor shall manage and operate the University Bookstore, as well as a full-service website and mail order program.
8. The contractor shall cover the cost for all vehicles and vehicle operating expenses necessary to provide the required services.
9. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment (*other than existing equipment owned by JMU*), labor, supplies, and services required to perform its duties and responsibilities as required by the University.
10. The contractor shall withdraw from display or sale, any item or items which the University requests not be displayed or sold. The merchandise sold at the University Bookstore is subject to University policies regarding appropriateness. The sale of cigarettes or other tobacco products is not allowed.
11. Trash Removal/Recycling. The contractor shall be required to participate in JMU's recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper JMU containers. **The contractor shall also support the requirements of Executive Orders or Legislation imposed on the University, related to the reduction of waste and specifically [single use plastics](#), as they apply."**
12. The contractor shall provide a written Business Plan for the University Bookstore, which will be reviewed and updated with the JMU Administration annually. The Business Plan will include clearly defined metrics including, but not limited to, the following:
 - a. Sales per FTE student
 - b. Textbook sales per FTE student
 - c. Used textbook ratio
 - d. Online sales – textbooks/course materials and general merchandise
 - e. Length of checkout lines during the beginning of each semester and other peak sales periods
 - f. Sales per square foot
 - g. Customer satisfaction

Metrics will be identified and goals will be established on an annual basis, and progress will be measured on a monthly basis.

13. Reporting Requirement. The contractor will report to AVP Business Services. The contractor's Bookstore Manager will meet with the AVP Business Services on a bi-weekly basis to review the Bookstore's performance and to review progress on the Business Plan.
14. Bookstore Advisory Committee. The role of the Bookstore Advisory Committee will be to provide input and feedback to the contractor regarding products, services,

policies, marketing, etc. The Bookstore Advisory Committee will be facilitated by the AVP Business Services. The Bookstore Manager will be required to attend all Committee meetings. There is no set meeting schedule at this time.

15. The Bookstore will support special events (*lectures, readings, speakers, visiting writer's series, etc.*) on campus by selling books at events.
16. Bookstore Name. The name of the Bookstore will be the "University Bookstore".
17. The contractor will utilize environmentally friendly practices when it is deemed efficient and effective. Further information the Universities environmental stewardship can be found at <http://www.jmu.edu/stewardship/>.
18. The contractor shall provide for the disposal of any and all damaged or surplus books, supplies, tools, materials and other damaged or surplus merchandise regardless of the cause.
19. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Describe your company's management/operations plan for operation of the University Bookstore.
 - b. Describe your company's management/operations plan for operation of the full-service website/mail order program.

D. Customer Service

1. The contractor shall provide excellent customer service at the University Bookstore.
2. The contractor will ensure that all University Bookstore employees wear name tags/identification tags.
3. The contractor shall operate the Bookstore in a manner that reflects the image and reputation of the University and supports the mission and vision of the University. The contractor shall become involved in the academic, cultural and social environment of JMU, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of JMU.
4. The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of the University with respect to Bookstore services and merchandise.
5. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results will be shared with JMU.
6. Bookstore business hours will include Monday through Sunday during the academic year and will be defined by the University in conjunction with the contractor. Business hours will be extended during the beginning of each semester,

and to support special programs and events as necessary. Changes to the defined hours of operation must be approved by JMU. During all business hours, including peak business hours and extended hours of operation, the contractor will staff the University Bookstore adequately to provide the level of service required by JMU.

7. OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:

- a. Describe in detail how your company will provide excellent customer service at the University Bookstore.
- b. Describe the methods your company will use to obtain regular feedback from University Bookstore customers to ensure a high level of customer satisfaction.
- c. Describe your company's customer service training program for the University Bookstore staff.
- d. Describe your refund policy for course materials, new textbooks, used textbooks, bundled packages, etc., and general merchandise.
- e. Describe your proposed hours of operation for the University Bookstore.

E. Staffing/Personnel

1. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the University Bookstore in accordance with the requirements established by JMU.
2. Current University Bookstore Employees. The University requests that all current University Bookstore employees be afforded the opportunity to interview for positions with the contractor at the JMU University Bookstore.
3. Bookstore Manager. The Bookstore Manager assigned to the University Bookstore by the contractor must be approved in advance by JMU. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, JMU. JMU expects management continuity (i.e., limited turnover for the Manager) in order for the contractor to meet the expectations and requirements of JMU.
4. Student Employees. The contractor shall provide employment opportunities for JMU students. The contractor shall utilize the University's work-study programs for employment opportunities in the University Bookstore while recognizing that the primary focus of students is their educational responsibility.
5. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on JMU's premises, all employees, agents, and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor will be required to remove any such employee, agent, or independent contractor for JMU at JMU's request.

6. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Provide your company organization charge.
- b. Provide your proposed organization chart, staffing plan, and reporting structure for the University Bookstore.
- c. State your company's commitment to provide an opportunity for existing employees of the current University Bookstore. Describe the proposed transition plan for these employees.
- d. Describe your company's:
 - i. Personnel policies
 - ii. Hiring policies. Include your company's required qualifications for the Manager at the University Bookstore.
 - iii. Compensation program, including incentive programs, etc.
 - iv. Benefit programs (*health insurance, disability insurance, vacation plan, holidays, retirement, etc.*)
 - v. Commitment to hire student employees
- e. Describe your company's educational and training programs.
- f. Describe your company's corporate support services and regional management support.

F. Textbooks/Course Materials

- 1. The contractor shall be JMU's exclusive agent for the collection and compilation of the textbook/course materials list and shall be the exclusive provider of textbooks and course materials at the University campus and throughout the University's website. The contractor shall provide course materials, including all required, recommended or suggested course materials and supplies, including textbooks, course packs, software and materials published or distributed. Course packs will be supplied by the University's Copy Center; however, the University Bookstore will work with the Copy Center to provide course packs through the University Bookstore as well.
- 2. The contractor, working with the faculty, shall make every effort to obtain early textbook adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the University Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- 3. The contractor shall provide sufficient quantities of course materials, textbooks, customer-published materials, software, and related academic supplies and

materials as required by the faculty for course work, available for purchase by students according to the schedule established by the University.

4. The contractor shall provide custom-published materials (*i.e., course packs*) in coordination with the University Copy Center.
5. The contractor shall provide a textbook rental program, allowing JMU students to rent textbooks from the Bookstore and online. The contractor shall coordinate with the faculty and Administration to determine the textbook titles that will be offered as rental titles. The contractor shall assume responsibility for all expenses associated with the textbook rental program, including bad debt.
6. Textbook adoption data, whether received in paper form, electronically or otherwise, provided to the contractor by JMU faculty or staff are the property of JMU. The contractor will provide textbook adoption data to JMU within twenty-four (24) hours of JMU's request for copies of such adoption data.
7. The contractor shall adopt guidelines and policies in consultation with the University's Athletic Department Administrators that will incorporate the established Athletic Department procedures related specifically to the scholarship student-athlete textbook purchase and distribution process that ensures conformance with all University, Department, and NCAA regulations related to this process.
8. The contractor shall comply with the Higher Education Opportunity Act (HEOA).
9. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market/promote textbooks to students.
 - b. Describe in detail the textbook/course materials services and programs that your company will provide to JMU faculty and students (*e.g., textbook reservation program, online adoption program, registration integration program, etc.*).
 - c. 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 programs, etc.
 - d. Describe the textbook rental program that your company will implement at JMU, including any requirements of the University and/or its faculty. The textbook rental program shall be automated into the Bookstore's point of sale system and not a manual process.
 - e. Describe your company's plans to comply with the Higher Education Opportunity Act (HEOA).

G. Pricing Policies

1. The University is extremely committed to making textbooks and course materials affordable to JMU students.

2. The contractor shall adhere to the following textbook/course materials pricing policy:
 - a. “List-Priced” new textbooks will be sold at no higher than list price. *(e.g., If the list-price on the publisher’s invoice is \$19.95, then the retail price at the University Bookstore will be no higher than \$19.95.)*
 - b. “Net-Priced” new textbooks will be sold at no higher than twenty-five percent (25%) gross profit margin. *(e.g., If the net-price on the publisher’s invoice is \$75, then the retail price at the University Bookstore will be no higher than \$100. \$75 divided by .75.)*
 - c. “Net-Priced” bundled packages of course materials *(e.g., textbook, workbook, CD, passcode, etc., bundled together)* will be sold at no higher than twenty-five percent (25%) gross profit margin. *(e.g., If the net-price on the publisher’s invoice is \$75, then the retail price at the University Bookstore will be no higher than \$100. (\$75 divided by .75.)*
 - d. Digital course materials will be sold at no higher than a twenty-five percent (25%) gross profit margin. *(e.g., If the net-price on the publisher’s invoice is \$75, then the retail price at the University Bookstore will be no higher than \$100. (\$75 divided by .75.)*
 - e. “Pre-Priced” new textbooks will be sold at no higher than the pre-price. *(e.g., If the pre-price on the cover/jacket of the book is \$9.95, then the retail price at the University Bookstore will be no higher than \$9.95.)*
 - f. Used textbooks will be sold at no higher than seventy-five percent (75%) of the current new textbook price. *(e.g., If the new textbook price is \$100, then the used textbook will be sold at no higher than \$75.)*
 - g. Course packs and custom published materials *(i.e., materials requiring copyright permissions)* will be sold at no higher than a twenty-five percent (25%) gross profit margin. *(e.g., If the cost of the course pack/custom published material is \$75, then the retail price at the University Bookstore will be no higher than \$100. \$75 divided by .75.)*
 - h. Rental textbooks will be rented at no higher than forty-five percent (45%) of the current new textbook price. *(e.g., If the new textbook price is \$100, then the textbook will be rented at no higher than \$45.)*
 - i. There will be no add-ons or surcharges to cover freight, handling, publisher restocking fees, etc., *(i.e., The above formulas will be applied to the actual price listed on the publisher’s invoice in order to determine the selling price of a particular textbook.)*
3. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher’s list price, or if there is no list price, at prices competitive in the local area and competitive in the college/university bookstore industry.

4. The contractor shall sell all other merchandise (*clothing, giftware, supplies, etc.*) at prices competitive in the local area and competitive in the college/university bookstore industry. The contractor will make a significant effort to provide emblematic/logo merchandise at multiple price points.
5. JMU has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.
6. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Describe your pricing policies for textbooks and course materials and explain your company's plans to address the pricing concerns of students at JMU.
 - b. Describe your pricing policies for general (*all other*) merchandise and explain your company's plans to address the pricing concerns of students at JMU. Describe your company's plans to provide emblematic clothing at multiple price points.

H. Used Textbook Program

1. Used Textbook Availability. JMU is extremely committed to providing a strong used textbooks program in order to reduce the costs of textbooks to JMU students. The contractor will make a significant effort to maximize the availability of used textbooks for purchase by JMU students.
2. Buyback. The Bookstore will buy back books from students at not less than 50% of the current new textbook retail price for textbooks that have been adopted for an ensuing semester. (*i.e., If a textbook was purchased new and has been readopted, then the Bookstore will pay the student not less than 50% of the current new textbook retail price during buy back. If a textbook was purchased used and has been readopted, then the Bookstore will pay the student not less than 50% of the current new textbook retail price during buy back.*) Textbooks that have not been adopted for an ensuing semester will be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.
3. Desk Copies. JMU prohibits the purchase and sale of the complimentary/desk copies by the Bookstore.
4. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buy back prices that are greater than wholesale prices. Include your estimated used textbooks ratio (*used textbook sales expressed as a percentage of total textbook sales*) for the first three years of operation of the University Bookstore.

I. General Book Program.

1. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Describe your company's general book program and your plan to ensure that the general book program supports the academic excellence of JMU.
 - b. Describe your plan to support the academic programs and events at JMU by selling and promoting books at events throughout the year.

J. General Merchandise and Marketing

1. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer hardware, computer software, computer supplies, computer peripherals, general books, reference books, general merchandise, novelty gifts, school supplies, dorm supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings, and other services expected from a flagship university bookstore.
2. The contractor will promote and brand JMU by offering a broad selection of emblematic clothing and gifts. The contractor will provide exceptional value to the JMU customers by offering high quality products and services at fair prices and multiple price points. The contractor will continually expand and introduce new product lines.
3. Website. The contractor shall be required to maintain a full-service University Bookstore website featuring a complete range of JMU emblematic merchandise and the ability to order textbook/course materials and emblematic merchandise online.
4. Athletic Events. The contractor shall provide an appropriate range of general merchandise and sell merchandise at significant athletic events, NCAA tournament games, etc. The contractor shall adopt guidelines and policies in cooperation with Athletics that will allow JMU fans, alumni, and supporters the ability to purchase via the Bookstore, online store, and at athletic events, products produced by the Athletic Department's exclusive apparel and accessory provider.
5. Class Rings. The contractor should sell class rings in the University Bookstore. The University currently has an exclusive contract with Balfour to provide class rings. The University Bookstore will need to work with Balfour to provide for the sale of the class rings through the University Bookstore.
6. Graduation Merchandise. The contractor shall provide an appropriate selection of graduation items, such as announcements, diploma frames, etc. The contractor shall sell graduation regalia (*caps, gowns, etc.*) and attend the University Commencements.
7. Computer Purchase Program: Contract must be able to provide an Apple and Dell purchase option (*stock and drop-ship option*). Full selection of software, computer accessories and peripherals to be provided as well.

8. Trademark Licensing Program. The contractor shall ensure that all vendors used by the contractor adhere to JMU's Trademark Licensing Program requirements and the University's Labor Code of Conduct for Manufacturers.
9. Marketing Plan. The contractor shall provide a detailed marketing/advertising plan which will include, at a minimum, the following:
 - a. Marketing calendar
 - b. Methods for obtaining regular customer feedback to ensure customer satisfaction
 - c. Plans for new or expanded product lines or services to be offered, including an emphasis on products and services that will meet the needs of the campus community
10. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Describe your plans for new or expanded product lines or services to be offered at the University Bookstore, including an emphasis on products and services that will meet the needs of JMU.
 - b. Provide a detailed description of your plan to increase the sales of JMU emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's website.
 - c. Describe your company's plans to sell caps and gowns, graduation regalia and related merchandise.
 - d. Marketing/Advertising Plan. Describe your company's marketing/advertising plan for the University Bookstore.

K. Tender Types/Discounts

1. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, Bookstore gift cards, Bookstore gift certificates, bank debit cards, the University's P-Card, the University debit card system (JAC Card), JMU department charges, and financial aid account charges. The contractor shall provide for charge sales to University departments and to private contractors providing educational assistance to their employees.
 - a. Contractor shall pay up to 5% of all debit card sales and shall purchase/lease related equipment.
 - b. Contractor shall pay bank fees associated with all credit card charges.
2. JAC Card (*JMU Access Card*). The contract shall provide, at its expense, the hardware, software, equipment, and interfaces necessary, including interfacing with the University's CSGold System, in order to accept the JAC Card at the Bookstore. The contractor will provide, at its expense, the technical support to maintain the interface between the contractor's software and the JAC Card system. The contractor will be assessed by the University a five percent (5%) transaction fee on

all sales transactions processed using the JAC Card. On an annual basis, the contractor will reimburse the University for the annual transaction interface to assist the University with offsetting the central cost of operating the JAC Card system (*software and hardware*). In FY 19, this totaled \$10,335.13 (\$9,054.70 *commissions* + \$1,280.43 *maintenance fee*). Commissions through November 2019 are \$6,970.86 and from 7/1/2018 – 6/30/2019 commissions were \$9,054.70.

3. Department Charges. JMU departments will be allowed to charge department purchases at the Bookstore. JMU departments shall receive a thirty percent (30%) discount from the Bookstore on purchases of all merchandise, with the exception of textbooks, computer software, convenience items, and sale items. The contract shall provide, at its expense, the hardware, software, equipment, and interfaces necessary, including interfacing with the University's PeopleSoft System, in order to transfer detail purchase information directly from the contractor's point of sale computer system to the University's PeopleSoft system.
4. Faculty/Staff Discounts. Full-time JMU faculty and staff will receive a fifteen percent (15%) discount from the Bookstore on purchase of all merchandise, with the exception of textbooks, computer hardware, convenience items, and sales items.
5. Alumni Association Discounts. JMU Alumni Association members will receive a ten percent (10%) discount on the purchase of emblematic/logo merchandise.
6. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Describe the tender types your company will accept at the University Bookstore.

L. Technology

1. Technology Investment. The contractor shall provide state-of-the-art technology (*e.g., bookstore computer system, point of sale system, computerized textbooks management system, technology necessary to comply with HEOA, website, etc.*) to deliver the desired level of service. (*Note: The University will not buy out the undepreciated portion of the contractor's technology investment at the termination of the contract.*)
2. Website. The contractor shall provide and maintain a website for the University Bookstore. The website shall include, but not be limited to, the ability for customers to order textbooks, general books, and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the University Bookstore website, including products sold (*whether by the contractor or by a third-party vendor*), links to and/or from the University Bookstore website and advertising accepted shall require the University's prior written approval.
3. Interfaces. The contractor shall interface with the University's PeopleSoft system in order to integrate student schedules with the bookstore website for a one click purchase solution.
4. Dell and Apple Computer Repair. Contractor should be able to establish and operate an on-campus authorized and certified warranty repair center for Apple and

Dell computer systems, for personally-owned and institutionally-owned systems. Prefer capability to provide non-warranty repair service as well.

5. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the University, the University Bookstore, and the campus community.
- b. Indicate your company's commitment to work with the University to implement the JAC Card in the Bookstore.
- c. Website/E-Commerce Plans. Include a detailed description of your company's plans to offer the following:
 - i. Online textbook ordering program
 - ii. Online textbook adoption program
 - iii. Ordering program for general merchandise (*i.e., emblematic clothing and gifts*)
 - iv. Registration integration program
- d. Describe any integrations you would expect to make to University systems. Provide details on those integrations.
- e. Describe how you would integrate with the University's class schedule systems to tie courses to textbooks required.
- f. Describe requirements you would have of the University for technology infrastructure.
- g. Include your estimated capital investment for technology/automation in the University Bookstore (*excluding website development costs*) and a timetable for your automation plans. The University will not buy out the undepreciated portion of the contractor's technology investment at the termination of the contract.
- h. Describe ability to be an authorized and certified warranty repair center for Apple and Dell computer systems, for personally-owned and institutionally-owned systems. Describe capability to provide non-warranty repair service as well. Fully describe the repair service operation, including number of on-campus staff/technicians and sample costs and timeframes for problem diagnosis and common repairs (*excluding shipping times for repair parts*).
- i. Payment Processing: James Madison University does not process payments over a secure network and relies solely on Point to Point encryption. All vendors with network connected solutions that process payments or redirect to a payment processor are required to use a validated Point-to-Point (P2Pe) solution for all in person, by phone or mail transactions. Vendors currently not utilizing a validated P2Pe solution are required to integrate with a payment processor and/or encryption service providing validated P2Pe encryption prior to payment processing at JMU. (*The University currently*

uses Bluefin Payment Systems in all locations and the solution must be validated)

Describe your proposed solution's payment processing system. Make sure to address P2Pe encryption and if it integrates with any existing PCI-validated P2Pe systems, like Bluefin.

- j. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:
 - i. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.
 - ii. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).
 - iii. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

M. Financial Reporting & Projections

- 1. On a monthly basis, the contractor will submit a sales report to the JMU Administration, including sales by category and total sales for the Bookstore. The contractor will include in its monthly statement a detailed list of rent/commission exempt sales for the month and website/e-commerce sales.
- 2. On an annual basis, the contractor will submit a detailed University Bookstore financial statement to the University. At a minimum, the University Bookstore financial statement will include the following:
 - a. Sales/Revenue by Category/Department
 - b. Total Sales/Revenue
 - c. Website/E-Commerce Sales
 - d. Cost of Goods Sold
 - e. Gross Margin
 - f. Personnel Expenses
 - g. Direct Operating Expenses
 - h. Indirect Expenses (*e.g., Management Fee, Contractor Overhead Charges*)
 - i. Rent/Commission Paid to the University
 - j. Profit/Loss
 - k. Dollar Amount of "Retail Textbook Buyback"
 - l. Dollar Amount of "Wholesale Textbook Buyback"
 - m. Number of Class Rings Sold
 - n. Number of Computer Hardware Units Sold
 - o. Rent/Commission Exempt Sales
 - p. Additional detailed financial data as may be requested by the University
- 3. The contractor will provide JMU with a copy of its company's certified financial statement on an annual basis.
- 4. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Financial Projections. Provide financial projections for the first five (5) years of operation of the University Bookstore. Projections must include the following:
 - i. Sales/Revenue by Category/Department
 - ii. Total Sales/Revenue
 - iii. Website/E-Commerce Sales
 - iv. Cost of Goods Sold
 - v. Gross Margin
 - vi. Personnel Expenses
 - vii. Direct Operating Expenses
 - viii. Indirect Expenses (*e.g., Management Fee, Contractor Overhead Charges*)
 - ix. Rent/Commission Paid to the University
 - x. Profit/Loss
 - xi. Dollar Amount of “Retail Textbook Buyback”
 - xii. Dollar Amount of “Wholesale Textbook Buyback”
 - xiii. Number of Class Rings Sold
 - xiv. Number of Computer Hardware Units Sold
 - xv. Rent/Commission Exempt Sales
 - xvi. Additional detailed financial data as may be requested by the University

- b. Financial Return to JMU. Describe the financial return that you will remit to JMU for the operation of the University Bookstore for the contract term, including the following required financial requirements:
 - i. The minimum annual financial guarantee
 - ii. The commission schedule expressed as a percentage of Net Sales (*see definition below*)
 - iii. Additional financial incentives that you would like the University to consider

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

- i. “Gross Sales” shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including textbook rental revenue. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (*i.e., “online sales”*), orders received through the University Bookstore website or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, hardware and software sales, and commissions received by the contractor for authorized sales by other companies or organizations on the University Bookstore website.

- ii. “Net Sales” shall be defined as Gross Sales less voids, less customer refunds, less discounts (*provided that the discount amount thereof was include in gross sales*), less sales tax paid by the contractor to any government agency which was collected from customers, less

discounted charge sales to authorized University Departments, less sales made at no margin by the contract at the request of JMU.

- iii. The contractor shall pay the University the greater of either:
 - a. the financial return based on the commission schedule, or,
 - b. the minimum annual financial guarantee
- iv. Payments will be made to the University on a monthly basis. The University shall have the option to select either:
 - a. monthly payments according to the commission schedule, or,
 - b. monthly payments based on one-twelfth (*1/12th*) of the minimum annual financial guarantee.

Regardless of the payment method selected by the University, payment of any amount due in excess of payments already received shall be made annually, within thirty (*30*) days following the end of each contract year.

- v. The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
 - vi. The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.
- c. Financial Return to JMU – *Renewal Term*. Describe the financial return that you will remit to JMU for the operation of the University Bookstore for Option A: three (3) five-year renewal terms (*5-year initial term*) and Option B: two (2) five-year renewal terms (*10-year initial term*), including the following:
- i. The minimum annual financial guarantee
 - ii. The commission schedule expressed as a percentage of Net Sales (*see definition above*)
 - iii. Additional financial incentives that you would like the University to consider

N. Facility Investment: University Bookstore

- 1. Facility Investment. The University Bookstore located at 211 Bluestone Drive, will remain in its current location. The Bookstore's fixtures are owned by the University and will be available for use by the selected contractor. In order to maintain a state-of-the-art retail facility throughout the term of the contract, contractors are required to submit a proposed facility investment of the current Bookstore facility located at 211 Bluestone Drive as part of their response to this RFP. Any proposed facilities renovations and/or alterations shall be received by the University's Facilities Planning office and receive written approval prior to initiating construction. All such work shall be designed by architects and engineers registered in the Commonwealth of Virginia and performed by contractors licensed by the appropriate State and local agencies. All work shall be done in conformance with the Virginia State Building Code and applicable statutes and regulations.

2. Depreciation. The capital investment by the contractor in the University Bookstore facility will be depreciated on a straight-line basis over five (5) years. The contractor may depreciate their investment over ten (10) years should the University elect that option.
3. Accounting of Facility Investment. The contractor will provide the University with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.
4. Investment Difference. If the actual amount spent by the contractor on the facility is less than the amount offered in the contractor's proposal, then the contractor will provide the University with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility improvements. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's proposal, then the contractor will be solely responsible for all costs necessary to complete the facility improvements.
5. Design Fees. All Bookstore design fees and fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees **shall not be included** as part of the capital investment to be depreciated.
6. Timing of Capital Investment. The timing of the capital investment for the Bookstore facility will be determined by the University.
7. All capital investments and fixtures in the Bookstore shall become the property of the University at the termination of the contract.
8. In the event the contract should terminate for any reason prior to the end of the contract term, the University will not be responsible to reimburse the successful contractor for any depreciation and the value of the inventory will be determined by an independent firm and the successful contractor will reimburse the University at the determined value.
9. See Attachment D of the bookstore facility CADD drawing. (*attached separately as a .pdf document*)
10. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Describe your detailed facility plans and financial commitment for the University Bookstore facility.

O. Risk Assessment Plan

1. The purpose of the Risk Assessment (RA) plan is to capture the contractor's ability to preplan (identify risks on a future service in terms of cost, time and University expectation of quality and performance). The RA plan is used to:

- a. Assist the University in considering the contractor's ability to understand the risk of a project.
 - b. Provide contractors the opportunity to differentiate themselves due to their experience and expertise.
- 2. Contractors should keep in mind that the RA plan is only one step in the selection process. If all the RA plans are the same, the RA plan will have little impact in the selection. The RA plan will become part of the contract.
- 3. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. The format for the RA plan is shown on Attachment D. The RA plan should clearly address the following items in a non-technical manner:
 - i. List and prioritize major risk items or decisions to be made that are unique to this project. This includes items that may cause the service to suffer in terms of implementation, merchandise quality, financial considerations, schedule issues or may be a source of dissatisfaction for the University. Attach a cost (\$), time impact, service impact or quality differential for every risk.
 - ii. Explain how the contractor will minimize the risk. If the contractor has a unique method to minimize the risk, it should be explained in non-technical terms. The RA plan should focus on risks that the contractor does not control.
 - iii. Propose any options that could increase the value (*expectation or quality*) of the contractor's service. List any value or differential that the Contractor is bringing to the project, its size or impact to the level of value, and how the contractor will measure the value added during the course of the service to ensure it is meeting its proposed levels.

P. Quality Control Plan

- 1. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Attach a milestone schedule for transition from selection to contract start that identifies key transition implementation events and timing.

Q. Strategic Alliance Partnership

- 1. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
 - a. Provide any additional monetary consideration, promotional programs, student scholarship/internships associated with a strategic alliance partnership that would be offered to the University through this contract.

R. Additional Information

1. OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:

- a. Provide the University with other information you feel is pertinent.

S. JMU Obligations

- 1. The University will provide the contractor with:
 - a. Retail, office and stockroom facilities consisting of approximately 28,100 square feet.
 - b. Access to campus web services, telephone services, and voice answering system at the standard JMU rate. The University bills the contractor, and the contractor shall reimburse the University for these services on a monthly basis.
 - c. Security service for the Bookstore provided by JMU in the same manner provided for other JMU buildings.
 - d. Utilities. The University will provide all utilities used by the contractor including heating, air conditioning, water and sewer.

T. Contractor Obligations

- 1. The contractor will provide the following as part of its management and operation of the bookstore:
 - a. Vehicles. Costs associated with vehicle(s) necessary for the operation of the Bookstore.
 - b. Cleaning and Maintenance. Proper maintenance (to the satisfaction of JMU) of the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
 - c. Emergency Key. An emergency key to be left with the JMU Public Safety Department.
 - d. ADA Requirements. The contractor shall meet the Bookstore needs of handicapped students and all ADA requirements.
 - e. Parking. Parking in any University lot is paid by permit only. University Parking Services regulates, maintains, and controls parking on campus. The successful contractor will be required to purchase parking permits from Parking Services in accordance with their fee structure.
 - f. Maintenance. The contractor will be responsible for custodial services for the University Bookstore premises.

- g. Health and Safety. The contractor shall comply with all Federal, State and University health and safety regulations and requirements and will work with the Department of Environmental Health and Safety as necessary to insure compliance.
- h. Security. The contractor shall cooperate with the JMU Police Department concerning enforcement of University regulations, internal security, and theft control in the University Bookstore. The contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the JMU Department of Public Safety.
- i. Trash Removal. The contractor shall ensure that trash will be removed, by the University, frequently enough to avoid any health problems, ensure a clean appearance, and in a manner suitable to maximize recycling of waste materials. The contractor shall adhere to the recycling policies used by the University.
- j. Licensing. The University Bookstore is not exempt from paying licensing royalties for insignia, marked clothing, etc. The contractor will comply with all licensing fees, royalties and other requirements.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and nine (9) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or

additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public

inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. **OFFERORS ARE REQUIRED TO SUBMIT THE FOLLOWING ITEMS AS A COMPLETE PROPOSAL:**

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. Company History and Background:
 - a. Describe your company's qualifications and experience in managing college/university bookstores. Describe your company's experience servicing large public universities. The offeror's headquarters, nearest offices and branch offices should be listed.
 - b. Provide a client list that includes length of services, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in scope and size, which demonstrates the offeror's ability to perform the services required by JMU.
 - c. Provide a client list whose online volume exceeds \$3,500,000 or 17,000 online transactions annually. Offeror must show examples of being able to handle this volume. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
 - d. Provide a client list with annual computer hardware units sold in excess of 1,700 computer units. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.

- e. Provide a client list for textbook rentals that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Describe the scope of services (*i.e. online, integrated, etc.*).
 - f. Discontinued Client List. Provide a list of all college/university accounts that were cancelled or not renewed during the past five (5) years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
 5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
 6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
 7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	10
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Financial Proposal	30
	<u>100</u>

- B. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best

proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the

Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:			
	Name of Offeror	Due Date	Time
	Street or Box No.	RFP #	
	City, State, Zip Code	RFP Title	
Name of Purchasing Officer:			

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the

issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for either Option A: Five (5) year initial contract term with the option of three (3) additional five (5) year terms or Option B: Ten (10) year initial contract term with the option of two (2) additional Five (5) year terms, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and

immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

T. CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- U. PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor will be required to provide an Attestation of Compliance on an annual basis. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- V. DATA PRIVACY AND SUBCONTRACTORS: Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law. University Data will not be stored outside the United States without prior written consent from the University. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.
- W. DATA SECURITY: Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- X. DATA TRANSFER UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Contractor shall ensure that such transfer uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- Y. RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA: The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.
- Z. SECURITY BREACH RESPONSE: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- AA. FORCE MAJEURE: James Madison University shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of the university, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from the university that such cause has occurred, Contractor agrees to directly refund all payments to the university, for services not yet performed, including any pre-paid deposits, within 14 days.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

There are two (2) options in the pricing schedule shown below. Option A is based on an initial contract term of five (5) years with three (3) additional five (5) year renewals. Option B is based on an initial contract term of ten (10) years with two (2) additional five (5) year renewals. Include pricing for both options. Final decision of the contract term will be decided at time of negotiation.

Offeror shall detail the increase of percent paid to the University to reflect the utility expense paid by the University.

OPTION A: Initial term of five (5) years with three (3) additional five (5) year renewals.

COMMISSION AS A PERCENT OF SALES:
--

Initial Five (5) Year Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

FIRST Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

SECOND Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

THIRD Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

GUARANTEED ANNUAL MINIMUM:

Annual commissions paid to the University will be the greater of either the commission as a percent of sales or guaranteed annual minimum.

Initial Five (5) Year Term

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

FIRST Five (5) Year Renewal Term

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

SECOND Five (5) Year Renewal Term

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

THIRD Five (5) Year Renewal Term

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

STRATEGIC ALLIANCE PARTNERSHIP:

Initial Five (5) Year Term

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

FIRST Five (5) Year Renewal Term

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

SECOND Five (5) Year Renewal Term

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

THIRD Five (5) Year Renewal Term

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

CAPITAL FACILITY INVESTMENT:

Initial Five (5) Year Term (*Depreciated Over Five Years*)

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

THIRD Five (5) Year Renewal Term

Total Investment	
------------------	--

TECHNOLOGY INVESTMENT:

Initial Five (5) Year Term

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

THIRD Five (5) Year Renewal Term

Total Investment	
------------------	--

OPTION B: Initial term of ten (10) years with two (2) additional five (5) year renewals.

COMMISSION AS A PERCENT OF SALES:

Initial Ten (10) Year Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	
Year 6 (%)	
Year 7 (%)	
Year 8 (%)	
Year 9 (%)	
Year 10 (%)	

FIRST Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

SECOND Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

GUARANTEED ANNUAL MINIMUM:

Annual commissions paid to the University will be the greater of either the commission as a percent of sales or guaranteed annual minimum.

Initial Ten (10) Year Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	
Year 6 (\$)	
Year 7 (\$)	
Year 8 (\$)	
Year 9 (\$)	
Year 10 (\$)	

FIRST Five (5) Year Renewal Term

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

SECOND Five (5) Year Renewal Term

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

STRATEGIC ALLIANCE PARTNERSHIP:

Initial Ten (10) Year Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	
Year 6 (\$)	
Year 7 (\$)	
Year 8 (\$)	
Year 9 (\$)	
Year 10 (\$)	

FIRST Five (5) Year Renewal Term

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

SECOND Five (5) Year Renewal Term

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

CAPITAL FACILITY INVESTMENT:

Initial Ten (10) Year Term

(Depreciated Over Ten Years)

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

TECHNOLOGY INVESTMENT:

Initial Ten (10) Year Term

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Risk Assessment Plan

Attachment E: Bookstore Facility CADD Drawings (*attached separately as a .pdf document*)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

RISK ASSESSMENT PLAN

Prioritize the risks (*list the greatest risks first*). Indicate the solution or plan to minimize each risk and do so in non-technical terms that differentiates you from other contractors. You may add/delete the risk tables below as necessary. Please write as much or as little as needed – the table only provides the format, not the space requirements (*total page count must not exceed three (3) pages*).

Major Risk Items:

Risk 1:
Solution:

Risk 2:
Solution:

Risk 3:
Solution:

Risk 4:
Solution:

Risk 5:
Solution:

Value Added Options or Differentials (*what you will do that others do not*)

Contractors should identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease cost (\$), time, service, quality or client satisfaction. You may add/delete the value tables below as necessary.

Item 1:
Impact:

Item 2:
Impact:

Item 3:
Impact:

Item 4:
Impact:

Item 5:
Impact: