



Standard Contract

UCPUMW 25-1828 Campus Store Operations

This contract, between Akados, LLC, hereinafter called the "Contractor", and the Commonwealth of Virginia, University of Mary Washington, called the "University" or "UMW", shall become effective upon execution by both parties.

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

PERIOD OF CONTRACT: Date of execution by both parties through June 30, 2031 with five (5), one-year renewal options.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the "contract documents":

1. This signed Contract;
2. The University of Mary Washington's Request for Proposal RFP 25-1828, dated February 7, 2025 (Attachment A); Addendum No. 01, dated February 28, 2025 (Attachment B); and Addendum No. 02, dated March 6, 2025 (Attachment C);
3. Akados Subscription Agreement (Attachment D);
4. VHEPC PAC Agreement (Attachment E);
5. The Contractor's proposal dated May 29, 2026 (Attachment F)

CONTRACT CLAIMS: Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

SCOPE OF SERVICES: If authorized by the Contractor, use of this Master Agreement may be accessed by all state, local governments, school districts, public body, public or private health, higher education institutions, or the University's affiliated foundations in the United States for Campus Store Operations. Each participating entity may negotiate and execute a separate Scope of Work (SOW) under this Agreement. Such SOWs shall not alter the terms and conditions of this Agreement unless expressly agreed to in writing by all parties.

CONTRACT ADMINISTRATION:

- A. Each participating entity that individually executes its own bridge agreement based from the Master Agreement executed by the University of Mary Washington shall identify its individual Contract Administrators and shall use all powers under the Master Agreement to enforce its faithful performance.

- B. The Contract Administrators at each participating entity shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services.

GENERAL TERMS AND CONDITIONS: The following terms and conditions shall apply to all procurements as required by Commonwealth of Virginia Law or University of Mary Washington policy for goods and services. These terms may be negotiable only through the University's legal counsel. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this Agreement, the Special Terms and Conditions shall apply.

1. **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 all applicable federal, state and local laws, rules and regulations.
2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
3. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids or proposals, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with 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.
4. **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 bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- A. Effective July 1, 2014, the Vendor Transaction Fees are:
 1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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.

5. **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.
6. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **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.
3. **AUDIT:** The contractor shall retain all books, records, 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 University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Any such inspection or audit shall be at the University's sole expense unless such audit reveals that Contractor has, for any reason, materially misrepresented sales and/or operating expenses. In the event that an audit determines that the statements submitted by Contractor to the University are inaccurate or not in accordance with the terms of this Contract, Contractor agrees to pay the University all monies owed within twenty (20) calendar days plus interest from the date of delinquency at the rate of 1.5% per month. Receipt of such payment shall not preclude the University from pursuing any other right or remedy available under law. In addition, if the audit determines that Contractor has materially misrepresented sales or operating expenses, Contractor shall pay the entire cost of the audit. Any inspection or review by the University does not relieve Contractor of its responsibilities for performing its obligations under this Contract or of any liability arising from Contractor's failure to perform.
4. **CANCELLATION OF CONTRACT / TERMINATION:**
 - A. Termination by either Party without cause: This Contract may be terminated by either Party without cause by providing the other Party notice, per Notices Section of Terms and Conditions,

by June 1 of any Contract Year for termination to be effective June 30th of the following year.

B. Termination by either Party for Cause*:

1. Substandard Performance: If either Party shall be in default in the performance of any material covenant, promise, term, or condition of this Contract, and (i) such default is not cured within thirty (30) calendar days after written notice of default is given by the Party not in default, or (ii) if such default is of a nature that it cannot be cured within thirty (30) calendar days, and the Party in default shall not have promptly commenced curing such default within such thirty (30) calendar day period or shall not thereafter proceed to cure such default with reasonable diligence in good faith without interruption except for causes beyond its control.
2. Failure to Make Payments: If either Party shall be in default in the making of any payments required to be made hereunder to the Party not in default and such defaults not cured within thirty (30) calendar days after notice thereof is given by the Party not in default.
3. Failure to comply with contract terms and conditions.

**Non-renewal of this Contract at the end of the Term shall not constitute termination for cause.*

C. Termination by either party for Cause: In addition to the foregoing, each party shall have the right to terminate this Contract immediately if the other party:

1. Acts in a grossly negligent manner or commits intentionally dishonest acts.
2. Initiates bankruptcy or liquidation, becomes bankrupt, makes a general assignment for the benefit of creditors, takes the benefit of any insolvency act, or has a receiver or trustee in bankruptcy appointed for all or a portion of the party's property.
3. Fails to maintain top health, safety, and sanitation inspection ratings.
4. Fails to maintain all licenses and permits required by applicable law or the Contract.
5. Fails to pay any required taxes.
6. Fails to comply with all applicable federal, state, and local laws and regulations.
7. Causes the other party, in its reasonable discretion, to suffer material and significant adverse publicity or material negative impact on its reputation.

D. Conciliation of Performance issues: If the University believes that the Contractor's performance has been substandard, prior to issuing any notice of default, the University shall document Contractor's performance and submit such documentation to Contractor for review and corrective action. Upon the request of the University, a meeting may be called between the Parties where instances of alleged substandard performance will be discussed and a plan for corrective action shall be developed and implemented. The Parties shall approve in writing the plan for corrective action. The University may terminate the Contract immediately if: (i) University does not agree to the plan developed by Contractor; (ii) University, in its reasonable discretion, determines that implementation of the corrective plan by Contractor is substandard; or (iii) University, in its reasonable discretion, determines that Contractor has failed to implement the corrective plan in a timely manner after a further thirty (30) day cure period in which Contractor may alleviate University's concerns.

- E. Rights Prior to Termination: Termination of the Contract shall not affect any right of either Party that accrued prior to such termination.
- F. Reimbursement for Depreciated book value of Contractor improvements: The following conditions shall apply should this Contract and any extension thereof be terminated prior to the full depreciation of Contractor -paid Improvements:
 - 1. Termination for Cause by University: The University will not pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.
 - 2. Termination for Cause by Contractor: The University will pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.
 - 3. Termination without cause by University: The University will pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.
 - 4. Termination without cause by Contractor: The University will not pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.
- G. Continued Operation after Termination / Smooth Transition: If this Contract is terminated for any reason, Contractor agrees, at the University's option, to continue operation of the Store in accordance with the terms and conditions of the Contract until a replacement store management company or the University itself is able to commence operations, provided this interim period does not exceed six (6) months from the Termination Date. Upon termination of the Contract, Contractor agrees to assist with a smooth transition of the Store's Services to the University or replacement Services provider. Contractor agrees to:
 - 1. Assist the University in development of a termination and transition plan.
 - 2. Train replacement personnel to use any non-proprietary equipment, software, or process that is to be transferred.
 - 3. Catalog existing procedures and inventory.
 - 4. Document and explain to the UMW Contract Administrator any existing non-proprietary operating procedures, and job descriptions, and backup procedures to University employees or a replacement Services provider.
 - 5. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - 6. To make all University 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
 - 7. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- H. In the instance of a contract termination UMW will require a new contractor to purchase inventory under the same terms as purchased by Contractor from incumbent.
- I. 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 UMW Contract Administrator in writing prior to commencement of said work.

- J. Immediately after the termination, Contractor shall remove from the selling floor of the Store all of its equipment and merchandise not purchased by the replacement Services provider and leave the Store in similar or better condition than it was found upon the Effective Date, normal wear and tear excepted. Within thirty (30) calendar days of the termination, Contractor shall remove all its equipment and merchandise not purchased by the replacement Services provider from the Store. If Contractor should fail to remove such property, the University may:
1. Consider such property abandoned and do with it as the University so chooses;
 2. Move such property into storage and charge the Contractor for the costs of such moving and storage; or
 3. Assign such property to the Store's replacement management company, which may use it for whatever purpose it chooses.

5. **CHANGES TO THE CONTRACT:** Changes can be made to the contract by written mutual agreement 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.

6. **COMPLETE CONTRACT:** This Contract (including the Attachments hereto, each of which is incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof. There are no representations, understandings, or agreements relating to this Contract that are not fully expressed in this Contract.

7. **COMPLIANCE WITH LAWS:** Contractor and University shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to their performance under this Agreement.

- A. Contractor will conform to the applicable provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 ([§ 2.2-4200](#) and [§ 2.2-4201](#)), 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.

- B. Provisions in Contracts over \$10,000: Contractor understands and accepts the following provisions:

1. The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong.

- a. Contractor will not discriminate against any employee or applicant for employment because of race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification, 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 Contractor. 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 Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.
 - c. Title IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. [The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence](#) is available for review on the [Title IX web page](#).
 - d. Any contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such contractor is an equal opportunity employer.
 - e. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- C. Subcontracts: Contractor will include the provisions of sections A and B above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
8. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others 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 University's written consent and only in accordance with federal law or the Code of Virginia. 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 University 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.

9. CONTINUITY OF SERVICES:

- A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - ii. To make all University 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 University 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 forty-five (45) 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

10. CONTRACTOR AND EMPLOYEE REQUIREMENTS – BONDING AND INSURANCE: Contractor Personnel may have access to sensitive Personally Identifiable Information (PII). The Contractor shall ensure that all contractor personnel given access to, or sent to work on properties of the University of Mary Washington are bonded and insured; copies of which must be provided to the University prior to the first day of work.

- A. If the Contractor, under this contract, creates, obtains, transmits, uses, maintains, processes or disposes of the subset of University Data known as Personally Identifiable Information (PII), or financial or business data, the Contractor shall also perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act:
 - i. Office of Foreign Assets Control List (OFAC) check
 - ii. Bureau of Industry and Security List (BIS) check
 - iii. Office of Defense Trade Controls Debarred Persons List (DDTC)

11. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To

this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by the Subcontractor to the same extent as for any full-time or part-time Contractor staff.

- A. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- B. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.
- C. UMW reserves the right to audit a Contractor's background check process at any time.
- D. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- E. Screens shall include:
 1. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 2. DOJ Sex Offender Search and individual evaluation of results
 3. County Criminal Search for all identified counties

12. CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

13. COOPERATIVE HOLDOVER CLAUSE: This cooperative contract holdover clause authorizes the Contractor to continue to provide products and services pursuant to any quotation or purchase order executed prior to the expiration or termination of this Agreement. Proposals received and contracts awarded prior to the expiration or termination of this Agreement are eligible for a full five-year term, and allowable renewal terms. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

- 14. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf), this Contract is being issued by the University on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC"), whose membership consists of the Virginia Association of State College and University Purchasing Professionals ("VASCUPP") and the Virginia Community College Systems ("VCCS"). It is the intent of this Contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase services in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. 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 contract 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.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract.

- 15. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- 16. 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.
- 17. DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during the term of the contract and all renewals. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during the term of the contract and all renewals.
- 18. DELIVERY VEHICLE IDLING:** While waiting to advance toward the entity's loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.
- 19. 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 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 during the performance of the contract.

- 20. ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with the identification and procurement of environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



21. **ELECTRONIC DOCUMENTATION & COMMUNICATION:** When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the Participating Entity; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.
22. **ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.
23. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials where commercially reasonable.
24. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
25. **EXTRA CHARGES PROHIBITED:** The proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the contractor shall not be honored nor paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use

of the credit card for payment of invoices, or any order-associated eVA fees. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. Credit card "check-out fees" or surcharges MUST be disclosed as a flat fee or percentage of invoice total, and are limited to no more than 3%. The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate or 3% whichever is less.

26. FIRE MARSHALL REQUIREMENT: Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.

27. FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

28. FLAME RETARDANT CERTIFICATE: Contractor shall submit a certification in writing to the Procurement Office that all materials used in fabricating draperies, curtains, and similar hanging textiles are inherently flame retardant or have been treated to meet NFPA Standard 701 (latest version), large or small scale test.

29. FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER: Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



30. FRATERNIZATION: Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

31. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the University as an agency of 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, services, or equipment in the manner already and permanently described by the contractor on the materials, goods, services or equipment delivered.

32. INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent

contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

- 33. INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- 34. INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the contractor from the premises.
- 35. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or 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. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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:

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 requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employer's Liability - \$100,000.

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.

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).

- 36. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products used by the Contractor in the performance of this Contract are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Contractor, certifies such items or products shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- 37. LICENSES and PERMITS:** Contractor shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the Services.
- 38. MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- 39. NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party, except that either Party may, without the consent of the other Party, assign or transfer this Agreement in whole or in part to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of the business unit conducting the business of such Party.
- 40. NON-EXCLUSIVITY:** Contractor's exclusive rights do not include merchandise and services currently sold elsewhere within the University by departments or student organizations, or through other existing agreements or contracts, so long as these groups or agreements do not contract with an outside third party (e.g. Publisher, Amazon, Chegg, etc.). The University, in its sole discretion, now and in the future, shall retain the right to provide other retail operations on campus, operated directly or through other contractual arrangements. However, such other retail operations will not unreasonably compete with the primary merchandise categories typically found in university bookstores, either in-store or on-line.
 - A. State Contract Restrictions: The Commonwealth of Virginia requires use of certain state contract items by University departments. Contractor understands and accepts that University departments are not permitted to use state funds to purchase such items from the Store if they are found on state contracts.
- 41. NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
University of Mary Washington
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Akademos, LLC
Attn: Fernando Cuevas
227 Fayetteville Street, Suite 400
Raleigh, NC 27601

42. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all contractors that Contractor may utilize, using Contractor's best skill and attention. Contractors that perform work under this contract shall be responsible to the Contractor. The Contractor agrees that it is as responsible for the acts and omissions of its Contractors as it is for the acts and omissions of its own employees, when each is acting in the course and scope of their agency or employment, as the case may be.

- A. **SUBCONTRACTS:** No portion of the work shall be subcontracted by the Contractor without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, (e.g. actual retail operations of bookstore, or management positions within the operation), the Contractor shall furnish the UMW Contract Administrator the names, qualifications and experience of their proposed subcontractors. All Contractor's contractors shall be identified to the UMW Police Department while working on UMW campus(es).
- B. **SMALL BUSINESS CONTRACTING:** Except with respect to course materials, Contractor will make reasonable efforts to maximize DSBSD-certified small business participation through a competitive bid process while fulfilling Bookstore operational needs for the University.
- C. Contractor shall pay its outside vendors or subcontractors in a timely manner consistent with each vendor's payment terms.

43. PROCUREMENT MANUAL: This contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

44. PROHIBITION OF HAZARDOUS MATERIALS: The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

45. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

- 46. RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) one-year successive terms, or as negotiated, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- 47. SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.
- 48. SECTION HEADINGS:** Section headings are for the convenience of the parties; and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- 49. SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 50. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- 51. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement 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.
- 52. TAXES:** Contractor shall be solely responsible for any and all tax obligations imposed upon it under federal, state or local law associated with this contract, including the collection and timely payment of all applicable taxes, as well as those that may be levied after the Effective Date. The parties understand that sales to the University would be expected to be exempt from state sales tax where the University is deemed to be the purchaser under state or local sales tax law. Contractor agrees that it shall not seek any reimbursement from the University of taxes imposed upon it under applicable law. Sales to the University are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST -12, will be issued by the University upon request. Notwithstanding the provisions of Section IV above, to the extent permitted by applicable law, the University shall indemnify the

Contractor for all sales taxes, interest and penalties to the extent that these are imposed on the Contractor on any transaction where (1) the Contractor does not collect sales tax at the request of the University and (2) any state taxing authority determines that the purchase by the University was not exempt from sales tax under applicable law.

- 53. THEFT OR OTHER CRIMINAL BEHAVIOR:** Contractor shall not arrest or prosecute University students, faculty, or staff suspected of theft or other criminal activity without prior consultation with and approval from the University Representative and/or the University's Police department. Contractor is solely responsible for all investigations related to thefts, damages, or losses that occur in the Store, as well as for reimbursement due customers for losses or damages they incur there.
- 54. USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.
- 55. USE OF REGISTERED MARKS, LOGOS and SEALS:** The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. Each party shall use the marks of the other party only in connection with its performance under this Agreement, provided, however, Contractor may use University's name in any of its required public filings. The University shall grant to Contractor the right to sell University-licensed products and use the University's name, seals and logos; however, the right is not exclusive. Contractor understands and accepts that the University's trademarks are owned solely and exclusively by the University, and Contractor agrees to use such trademarks only in the form and manner and with the appropriate legends as prescribed by the University. All use of trademarks shall inure to the benefit of the University. (ref. <https://adminfinance.umw.edu/business-services/licensing/>)
- 56. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.
- A. Damages and Losses: Contractor shall be financially responsible for any loss or damage to property owned by the University or others that is in Contractor's possession or control, or is caused by Contractor or its employees or agents in the course and scope of their employment.
- 57. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
- A. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.

- B. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- D. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
- E. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- F. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

METHOD OF PAYMENT/PAYMENT TERMS: The contractor shall be paid using one of the following methods for all University initiated procurements:

- 1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
- 2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
- 3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

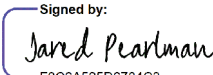
CONTRACT ATTACHMENTS:

- A. Original RFP Solicitation – RFP 25-1828: Campus Store Operations *dated 2.7.25*
- B. RFP Addendum 1 *dated 2.28.25*

- C. RFP Addendum 2 *dated 3.6.25*
- D. Akademos Subscription Agreement
- E. VHEPC PAC Agreement
- F. Vendor Proposal *dated 5.26.26*

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

AKADEMOS, LLC		UNIVERSITY OF MARY WASHINGTON	
Signature:	Signed by:  F0C8A525D6784C3...	Signature:	Digitally signed by Melva A. H. Kishpaugh Date: 2026.08.21 16:35:44 -04'00'
Printed Name:	Jared Pearlman	Printed Name:	Melva A. H. Kishpaugh
Title:	Chief Strategy Officer	Title:	Director, Procurement Services
Date:	8/11/2026	Date:	August 21, 2026
Phone:	(330) 554 - 4950		
Email:	Chris.kesicke@vitalsource.com		

ATTACHMENT A

University of Mary Washington

Request for Proposal

RFP 25-1828

Campus Store Operations

February 7, 2025



<https://vascupp.org/>



<https://vhepc.org>

A VASCUPP™ and VHEPC Member Institution

Issued by Procurement Services

Fredericksburg, Virginia

**SEALED REQUEST FOR PROPOSAL (RFP)**

ISSUE DATE: February 7, 2025

RFP NUMBER & TITLE: RFP 25-1828; Campus Store Operations

PROPOSAL DUE DATE & TIME: **March 10, 2025 by 2:00 PM**
NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY ADDRESS: University of Mary Washington
 Procurement Services /Reference RFP 25-1828
 Eagle Village Executive Offices, Suite 480
 1125 Emancipation Hwy., Fredericksburg, VA 22401

WORK LOCATION: ☐ All Campuses ☒ Fredericksburg ☐ Stafford ☐ Dahlgren

COMMODITY CODE(S): **20454, 71512, 71583, 71588, 78570, 92471**

PRE-PROPOSAL CONFERENCE: ☒ Optional ☐ Mandatory ☐ N/A **DATE & TIME:** February 18, 2025; 10:00 AM

PRE-PROPOSAL LOCATION: 1125 Emancipation Hwy., Fredericksburg, VA 22401 – Suite 480 Conference Room or Zoom (a link will be provided upon registration)

CONTRACT OFFICER: Lindsay Fare **PHONE:** 540-654-1057 **EMAIL:** lfare@umw.edu

PERIOD OF CONTRACT: Date of Award through June 30, 2031, with five (5) one-year renewal options or as negotiated.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____

Address of Offering Firm: _____

DSBSD Certification No.: _____ Expiration Date: _____

eVA ID: _____ Tax ID: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____ **Date:** _____

SEALED REQUEST FOR PROPOSALS (RFP)

- I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the Contract Officer listed above, referencing the RFP by title and number. No questions will be accepted after **2:00 PM on February 25, 2025**.
- II. **PRE-PROPOSAL CONFERENCE:** An **optional** pre-proposal conference will be held on **Tuesday, February 18, 2025 at 10:00 AM** in the **Suite 480 Conference Room, located at 1125 Emancipation Hwy., Fredericksburg, VA 22401**. A Zoom link will be provided to those who are unable to attend in person. Please email Lindsay Fare at lfare@umw.edu or call 540-654-1057 to RSVP. See Pre-Proposal Conference clause in the Special Terms and Conditions.
 - a. No attendee will be permitted access to the conference after **10:00 AM**.
 - b. Bring a copy of the RFP with you to the conference.
 - c. Parking is available to visitors who plan to attend in person in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
**Please allow yourself extra time for parking as it can be difficult to find a space if the parking garage is not utilized.*
- III. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein may be submitted electronically via eVA **OR** physically delivered to the Contract Officer on Page 1.
 - A. **Electronic Online Response via eVA:**
 1. The Offeror may submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).
**If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*
 - B. **Physically delivered to the Contract Officer:**
 1. Sealed Proposals must reach the Proposal Delivery Address shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
 2. The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal. This will need to be done if the offeror intends to physically drop off their proposal instead of submitting electronically or mailing it.
 3. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP. RFP 25-1828 should be referenced on the front of the package. One electronic copy of the proposal shall also be provided on a USB flash drive.
 4. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 5. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.

C. Eligibility of Award: To be eligible for contract award an Offeror must be self-registered in the Commonwealth of Virginia e-procurement system (eVA). If you are not registered, the link to the registration is provided as follows: <https://eva.virginia.gov/register-now.html>

D. The issuance of this solicitation does not guarantee an award of a contract.

IV. ADDENDA: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

A. If this RFP is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged and effective.

B. Firms shall acknowledge receipt of any addendum to this RFP by signing and returning the addendum or by other written means of acknowledgement.

V. INCLEMENT WEATHER/SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.

VI. PUBLIC RELEASE OF INFORMATION: UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts> will be used to house relevant procurement documents, including winning offeror's proposal.

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Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

This Request for Proposal (RFP) is being issued by the University of Mary Washington ('UMW' or 'the University'), on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). The intent and purpose of this RFP is to solicit sealed proposals from qualified sources to establish a multi-year contract through competitive negotiations with one or more qualified firms to provide Campus Store Operations as outlined herein to the Fredericksburg Campus of the University of Mary Washington, an agency of the Commonwealth of Virginia. It is intended for the resulting contract(s) to include cooperative language for the benefit of all public bodies and other entities referenced herein.

Founded in 2014, the VHEPC leverages collective buying power to create efficiency and value for its member institutions. Guided by strategic sourcing principles and grounded in data analytics, VHEPC drives development of cooperative contracts and provide a forum for schools to share learnings and best practices. By design, the VHEPC aims to facilitate opportunities for small-, minority-, woman-, and veteran-owned businesses in the procurement marketplace.

Membership includes 14 of Virginia's senior public higher education institutions, the Virginia Association of State College and University Purchasing Professionals (VASCUPP) Board of Directors, and the Virginia Community College System (VCCS), which represents 23 schools across the state. While VHEPC and VASCUPP are separate organizations, they have a collaborative relationship that generates procurement advantages for the schools they dually support. The Consortium is governed by a leadership council with representation from member doctoral institutions, four- and two-year institutions, and the community college system.

A technical advisory committee composed of procurement professionals from member schools serves to target opportunities for cooperative sourcing. And dedicated resources (employed by their host institution, the University of Virginia) work on behalf of their members to provide strategic and analytical direction and contract administration.

The value created through their aggregate spend is also value they share with the greater procurement community. Their publicly accessible contracts are available for use by any agency, public or private.

Additional VASCUPP and VHEPC member institutions are included in the solicitation process for future awareness and opportunities should any institution make a business decision to access this cooperative VHEPC contract at any time.

The initial contract shall be for five (5) years, with an option to renew for five (5) additional one-year periods. UMW reserves the right to negotiate an alternative term or renewal period at its discretion, subject to mutual written agreement by both parties.

II. ORGANIZATION OVERVIEW:

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and

Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

III. BACKGROUND:

The current University of Mary Washington Campus Store provides course materials, reference materials, general reading books, and other supplies needed and/or requested by students, faculty and support staff in pursuit of the University's educational mission. The Campus Store also promotes the image of the institution and fosters a sense of loyalty and school spirit through the sales of insignia merchandise and other memorabilia to the university community, alumni, and the public. The Campus Store is a service-oriented operation and is sensitive to the needs of the university community while operating in a fiscally sound manner.

Since 2019, the University of Mary Washington has contracted the services of Barnes & Noble College Booksellers, LLC for Bookstore and Retail Operations as a result of the prior solicitation. Information regarding the current contract may be found here:

[Cobblestone Public Contract Portal – UMW 18-797](#)

A. Campus Store Location: 1301 College Avenue, Lee Hall 3rd floor, Fredericksburg, VA 22401. Lee Hall also houses Academic Services, Financial Aid, and Admissions, EagleOne Card and Parking Services. Lee Hall is located on Campus Walk near the center of campus, and across from the Cedric Rucker University Center, an accessible location to students and the community, which houses dining, offices and student spaces.

B. Gross Sales: Sales for the period of July 1, 2023 through June 30, 2024 are as follows:

Merchandise Division	Gross Sales
Digital Books	\$ 491,073
New Textbooks	\$ 154,136
Textbook Rentals	\$ 134,196
Trade Books	\$ 14,648
Used Books	\$ 64,567
Total Book Merchandise	\$ 858,620
Convenience	\$ 23,833
Computer Products	\$ 27,063
Emblematic Clothing & Gift	\$ 355,427
Other	\$ 122,463
School Supplies	\$ 60,112
Total General Merchandise	\$ 588,898
Other Revenue	\$ 17,246
Total Gross Sales	\$ 1,464,764

C. Revenue for the previous four contract years are as follows:

Contract Year (FY20 – FY23)	Revenue	Fall FTE	
		UG	Grad
July 1, 2019 – June 30, 2020	\$ 1,629,552	3,703.47	192.50
July 1, 2020 – June 30, 2021	\$ 1,240,040	3,274.20	193.92
July 1, 2021 – June 30, 2022	\$ 1,363,747	3,112.27	170.75
July 1, 2022 – June 30, 2023	\$ 1,530,546	3,196.67	108.33

- D. The University utilizes Ellucian's "Banner" product as its Enterprise Resource Planning system (ERP). The Contractor must be able and prepared to interface its systems with Banner to the extent necessary to provide the best service possible. Costs for such are the sole responsibility of the firm.
- E. The Campus Store is the repository for course material listings in keeping with the [Higher Education Opportunity Act](#).
- F. The EagleOne Card is issued to all members of the University Community and is the official identification card of University of Mary Washington. It is a key to access, meal plans, libraries, the Fitness Center, and the EagleOne debit account.
- G. Canvas is the Learning Management System used by the University of Mary Washington

The University will not guarantee any particular usage amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at [https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules with foreword final August%202022.pdf](https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules%20with%20foreword%20final%20August%202022.pdf)). This RFP is being issued by the University on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC"), which includes all members from the Virginia Association of State College and University Purchasing Professionals ("VASCUPP"). Reference the VASCUPP Zone Map in Attachment E. It is the intent of this RFP and resulting contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the Contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract 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.
- C. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.
- D. UMW 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 UMW 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.

- E. Use of this contract does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to 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 firms to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities. UMW has established a goal of 42% [SWaM](#) expenditures, which includes a 15% aspirational goal for expenditures with women and minority-owned businesses. The most competitive suppliers will have SWaM utilization plans that support UMW's supplier diversity commitment.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - The University reserves the right to:
 - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
 - waive minor informalities,
 - issue a lowered evaluation of the proposal for failure to submit all information requested,
 - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act "FOIA" requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide 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. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*
4. Number of Proposals Required:
 - a. If submitting an electronic response via eVA: One (1) original electronic version of the proposal is required and one (1) separate electronic version clearly marked redacted copy must be submitted if required by vendor.
 - b. If delivering in person OR mailing: One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.
5. Proposal Formatting and Content: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
 - Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
6. Limited Contact: 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 UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:

1. Overview:
 - a. State the Firm's legal entity name and headquarters address.
 - b. Provide Firm's W9 or at minimum tax identification number (TIN)
 - c. Provide the name, title, address, telephone number, and email of the individual who will act as the Firm's designated representative for purposes of this RFP.
2. Introduction:
Provide an introduction of the Firm and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where UMW work will be performed and any other information of an introductory nature.

3. Qualifications of the Firm:

Describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by UMW.

4. Qualification of the Staff:

Identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

5. Work Plan:

The Work Plan must contain a comprehensive description of the goods and/or services including the following elements:

- a. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Firms must describe how the services listed in the Statement of Needs shall be performed.
- b. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
- c. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
- d. Outcomes and Performance Measurement – Describe the impacts/outcomes Firms intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
- e. Overall Risk – Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).

6. Complete and Return Attachment F: Small Business Subcontracting Plan.

7. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.

8. Any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist attached to this RFP prior to submission.

VII. STATEMENT OF NEEDS:

A. University Campus Store Overview:

The University currently partners with Barnes & Noble College Booksellers, LLC (B&N) to manage course materials and general merchandise. The physical store is located near the center of the campus on the 3rd floor of Lee Hall. Current retail space is 7,360 SF. The current retail footprint may be reduced in order to optimize retail space and to co-locate complimentary services. If proposal includes a physical store, provide the optimal square footage the proposal requires.

B. Program Objectives:

This section describes the University's requested goods and/or services and outlines the areas to be addressed in proposers' submissions. The University invites proposals from highly qualified Firms to provide comprehensive management services for its retail operations. We are open to receiving proposals that cover both merchandise and course material services combined or proposals that focus solely on one of these areas, merchandise OR course materials. Proposals may include offerings online, on site, or a combination of both.

1. Flexibility in Proposals: Proposers may submit for managing both merchandise and course material services together, or they may choose to bid on only one of the services. The University will evaluate separate and combined bids on their merits and may award contracts for each service separately or as a combined service depending on which approach best meets the University community's needs and standards of quality and efficiency.

The primary aim is to partner with a Firm or Firms that can elevate the University's retail offerings while prioritizing customer satisfaction and student needs. Firms bidding on separate services are expected to demonstrate their willingness and capability to work cooperatively with other service providers, should different firms be selected for merchandise and course materials services.

Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by the University.

2. The Firm will be expected to meet the following refined objectives:
 - a. Enhanced Merchandise and Services: Supply a wide assortment of high-quality academic and retail products, including course materials (both physical and digital), supplies, literature, and fashionable "soft goods" featuring University branding, designed to cater to the unique preferences of each campus community.
 - b. Affordability and Student Satisfaction: Commit to affordability in course materials and "soft goods" in order to enhance the overall student experience with the campus store, aiming for high satisfaction rates through cost-effective strategies, high quality products, and excellent service.
 - c. Transparency and Academic Collaboration: Increase operational transparency, especially regarding sales, and streamline the process for faculty to integrate campus store resources into their curriculum, enhancing academic support and compliance.
 - d. Financial Contribution and Community Engagement: Provide tangible financial benefits back to the University through efficient operations and actively participate in the academic, cultural, and social fabric of the University, including supporting initiatives like course materials or other academic scholarships to foster an inclusive educational environment.
 - e. Sustainability: Operations will align with [UMW Sustainability mission](#), goals and initiatives.

The University's goal is to customize services and products to precisely fit the needs of our diverse campus

communities, ensuring that the campus store becomes a cornerstone of student life and learning at the University, with operations supporting the University's branding initiatives.

C. General:

1. Strategies

Describe how your organization plans to adapt to the changing landscape of campus store retail, focusing on innovation and responsiveness to market trends. Highlight strategies to engage both the university community and the broader market, ensuring your approach aligns with evolving consumer preferences.

2. Hours of Operation

- a. The Firm shall operate the campus store on a 12-month basis, with holidays subject to the University's academic calendar, found at <https://academics.umw.edu/calendar/>. The University reserves the right, upon consultation with the Firm, to establish or change the service hours, plans or other methods of operation of the campus store.
- b. Propose regular operating hours for the course materials and general merchandise store(s). Describe the Firm's policy for establishing and modifying operating hours.
- c. The Firm should enhance sales by actively participating in and supporting various special campus events. The Firm shall participate in the following events, at minimum: Move-In, Welcome Week, New Student Orientation, Commencement, Grad Fair, Great Lives, Homecoming, Reunion, Open House, Sporting Events in coordination with UMW Athletics, Honors Move-In, coordinated with UMW Honors Department, and any other events that require expanded or extended hours and based upon mutual agreement.
 - i. The specific events and their dates may vary and can be found on the University's website.

D. Parking:

1. The Firm shall provide, be responsible for and maintain any vehicles necessary for the performance of this contract. Parking arrangements, permits and fines are the responsibility of the Firm. Information about parking can be found at <https://adminfinance.umw.edu/parking/>

E. Staffing:

1. Managers

- a. Provide resumes for management candidates.
- b. The Director of Business Services or an appointee shall approve the Campus Store Manager appointed by the Firm.
- c. Any managerial changes shall require prior consultation with and approval from the University.
- d. The Firm can temporarily assign internal Managers in cases of medical or family emergencies or when searching for a new Manager, which must be communicated to the Director of Business Services or an appointee but doesn't require approval.
 - i. Temporary Managers can be assigned for a period of up to six months without requiring approval. Beyond six months, continuation of their assignment must be approved by the Director of Business Services or a designated appointee.
- e. The University reserves the right to request the reassignment of any managers, including temporary ones, for reasons determined by the University.

- f. Describe how management will foster positive relations with faculty, students, and departments.

2. General Staffing

- a. Outline strategies to ensure adequate staffing during peak periods, and methods to minimize checkout wait times.
- b. Provide an organization chart for each operation, indicating the minimum base crew staff, which represents the lowest staffing level.
- c. Detail incentive compensation guidelines for key personnel to motivate performance.
- d. Explain how the Firm recognizes and rewards employees for exemplary customer service.
- e. Specify the minimum qualifications required for key staff members.
- f. All employees of the Firm shall be the Firm's sole responsibility in terms of salary, benefits and taxes.
- g. All personnel shall be appropriately attired in approved uniform with a visible name tag and University issued ID (UMW EagleOne Card).
 - i. Describe the staff dress code requirements.
- h. All personnel shall carry their University issued ID Card (UMW EagleOne Card) at all times while on duty.
- i. UMW EagleOne Cards are non-transferable, meaning each employee shall have their own unique identification card.
- j. The Firm, or their employees, shall pay any fees associated with acquiring or replacing these identification cards. (As of January 2025, the fee is \$20.00 per card. This rate shall be subject to change.)
- k. The Firm shall notify the Contract Administrator by e-mail on the day of any employee beginning or removal from service for this Contract.
- l. The identification card (UMW EagleOne Card), UMW keys and parking decal of the departed employee shall be returned to the Contract Administrator no later than three (3) business days, or pursuant to the UMW Contract Administrator's written direction.
- m. Detail training offered to staff, including orientation and customer service.
- n. The Firm shall pay student employees at or above the Commonwealth of Virginia minimum wage.
- o. The University reserves the right to request the reassignment of any employee, including temporary ones, for reasons determined by the University.

3. Internships

The University seeks to expand opportunities for its students to have training or paid internships. University requests that the Firm cite and describe any training and/or internship programs that the Firm currently offers or plans to offer over the course of the resulting agreement.

F. Customer Service:

1. Provide an in-depth overview of your customer service philosophy, including training programs for staff and any unique service propositions.
2. Explain the methods you will use to evaluate and ensure customer service excellence.

3. Detail how you plan to engage with campus stakeholders to understand and meet their needs, ensuring a feedback loop for continuous improvement.
4. Describe customer service capabilities and contact methods for students, faculty, and staff.
5. Include information on digital platforms for order management (in and out of store) and how these platforms enhance the customer experience. Discuss the ability for students to manage their orders online (upgrade, edit, cancel).

G. Assessment:

1. Detail your main approach to conducting customer surveys, including the methods, frequency, tools, and instruments you'll use to gauge customer preferences and satisfaction levels.
2. Firm shall commit to sharing survey results and other relevant performance metrics with UMW Business Services.
3. Describe your formal procedure for addressing complaints, emphasizing how you respond to negative feedback.
4. Outline the specific steps your firm will take to address and resolve any performance issues that may arise during the contract term.

H. Course Materials:

1. General
 - a. Elaborate on your comprehensive course material services, emphasizing new, used, and rental physical and digital offerings, and including but not limited to laboratory and art supplies.
2. Describe any other student and faculty academic materials and services you offer.
 - a. Discuss your approach to custom publishing and course packs.
 - b. Describe how you will support the University's compliance requirement with the Higher Education Opportunity Act (HEOA) of 2008 Section 133; specifically explain your role in tracking and reporting these requirements on behalf of the University.
 - c. How will you integrate registration of the semester with course materials purchases?
 - d. How do faculty register course materials adoptions for their classes?
 - i. Confirm that the list of adopted materials will be provided to UMW Simpson Library staff for each semester and summer term.
 - e. How many publishers do you distribute and manage electronic code delivery for: McGraw, Cengage, Pearson, Elsevier, Wiley, Others?
 - f. Describe your firm's sources and distribution methods for new, used and digital materials.
3. Pricing
 - a. Explain your strategies for reducing financial burdens associated with course materials costs, such as rental programs, used books, digital materials, and OER.

- i. Detail your comprehensive pricing strategy for new, used, rental, and digital course materials/course materials, ensuring a diverse range of affordable options for students.
- ii. Explain how your pricing model aligns with the University's mission to minimize the financial burden of course materials on students, highlighting any innovative approaches to cost reduction or pricing caps to ensure affordability.
- iii. Describe if your platform supports dynamic pricing and allows students to compare course materials prices across multiple vendors within a single interface, including information on the range of competitors' prices displayed. Confirm length of time within each semester and term that dynamic pricing is available for student use.
- iv. Clarify the scope and criteria of your price match policy (if applicable), detailing any restrictions or conditions that apply, ensuring transparency in how students can benefit.
- v. Discuss any available bundling packages that combine course materials at a reduced cost, outlining how these packages are developed and customized for specific courses or programs.
- vi. Share experiences of past collaborations with academic libraries or other institutions on initiatives aimed at reducing course materials costs, such as course materials reserve programs or the adoption of open educational resources (OER) and/or low-cost materials, including outcomes and impacts of these efforts. Confirm that OER and/or low-cost materials shall be available for adoption and visible to students when materials are adopted.

4. Ordering, Buyback, Shipping, Delivery

- a. Outline your comprehensive buyback policy or program for purchasing used books from students, detailing the process, any associated costs, and pricing methodology for buyback materials to ensure transparency and fairness.
- b. Describe the available offline ordering options for students, ensuring accessibility for all, regardless of their internet access.
- c. Explain how your service adapts to meet the needs of both campus-based and remote students, highlighting any specific strategies to ensure equitable access to materials.
- d. Detail protocols for communicating with students, faculty, and staff instances of order delays, emphasizing timely and clear communication channels to manage expectations effectively.
- e. Describe the on-campus pickup options for online orders, providing convenience and flexibility for students to receive their materials.
- f. Provide a detailed account of your delivery process for online orders, including any associated costs.
- g. Explain your approach to delivering digital/electronic course materials, including integration with Canvas (UMW's LMS), to enhance the learning experience through seamless access to resources.
 - i. Confirm whether you offer Canvas integration, streamlining the process for students and faculty to access materials directly through the learning management system.

5. Faculty Adoption

- a. Outline your procedure to guarantee that all course materials—whether required, recommended, or suggested—are accessible on time and in adequate quantities. Highlight how your system tracks and manages inventory to meet the course needs each semester.
- b. Detail the resources and support systems in place to assist faculty and staff in the adoption process. Describe how these tools facilitate informed decisions and streamline the selection of course materials.
- c. Clarify whether faculty have the capability to compare prices for course materials and other materials across various publishers and ISBNs through your service. If so, provide an explanation of how this feature is implemented and accessed.
- d. Describe the analytical tools and reporting features available through your online system. Include how these capabilities can assist in adoption decisions, track material usage, and analyze spending trends over time.
 - i. Confirm whether or not OER and/or low-cost materials are available for adoption. If so, describe the adoption process.
 - ii. Confirm whether UMW staff would have access to the adoption portal and the ability to run reports including but not limited to adoption lists by semester and term. Confirm whether or not available reports are in real time, making the most current information available to UMW staff with access, and whether or not historical information is also available.

6. Academic, Scholarly, and Trade Books

- a. Outline the methodologies you employ to market and promote publications authored by the University's faculty, alumni, and community authors. Highlight how you plan to leverage these connections to enhance visibility and engagement within and beyond the University community.
- b. Detail the criteria and process for selecting trade books that resonate with the interests and needs of the UMW Community. Describe how you ensure a diverse and relevant selection that appeals to the academic and cultural fabric of the university.
- c. How would you define special orders and how would you accommodate these requests?
- d. Describe any other academic, scholarly, and trade book services you offer.

I. Technology:

1. Technology Standards

The successful bidder acknowledges and agrees to the following standards regarding all software or technology solutions that interact with UMW Data:

- a. CIO Review & Approval: Any software or technology solution that uses, stores, or interacts with UMW data must undergo and pass a review by UMW's CIO before implementation. The bidder shall submit all necessary documentation, including impact assessments and data classification details, for the CIO's evaluation.
- b. Compliance: No technology solution shall be deployed without explicit written approval from UMW's CIO, ensuring adherence to UMW's security, accessibility, and operational standards.
- c. Documentation:
 - i. A current VPAT (Voluntary Product Accessibility Template) should be included with the RFP response to verify compliance with accessibility standards.

- ii. The Vendor's own SOC 2 Type II report by an independent third-party auditor to ensure service providers securely protect the data and interests of the institution, not the hosting provider, such as AWS or Azure, etc.

2. Innovation

- a. Detail your dedication to the continuous investment in new technologies and the development of innovative products and services. Explain how you proactively anticipate and adapt to market changes to meet the evolving needs of the academic community.

3. Website/Online Presence

- a. Describe the functionalities and user experience offered by the UMW Campus Store's website. Specify the following capabilities:
 - i. Customization: The ability to embed tailored messages and create personalized web pages for sports teams (Athletics), student organizations, and other campus groups and track sales specific to each personalized website.
 - ii. Inventory Management: Real-time advisement on stock availability to keep users informed.
 - iii. Order Processing: Display of estimated delivery times, comprehensive customer support details, and prompt order acknowledgments.

4. Point of Sale (POS) System Requirements

The Firm shall ensure that all Point of Sale (POS) systems meet UMW's security and operational requirements by adhering to the following conditions:

- a. Payment Processing
 - i. The Firm must contract with a payment processing entity of its choosing to process customer payments. This process must comply with UMW's security standards.
 - ii. Required documents include the most recent AOC (Attestation of Compliance) and HTSA (High-Level Threat Security Assessment), both included in the RFP response.
- b. Equipment & Network Responsibility
 - i. The Firm is responsible for providing all POS equipment necessary for sales and services, both online and in physical locations.
 - ii. The Firm must provide its own network connection for POS operations.
- c. Security Compliance
 - i. The Firm must ensure that its payment processing entity and other business partners undergo regular data security assessments.
 - ii. An Attestation of Compliance must be provided to UMW annually or upon request by UMW's CIO.
- d. Merchant Identification
 - i. The Firm must use its own merchant identification number(s) when processing payments at physical and online campus store locations.
- e. Business Partner Standards
 - i. The Firm must ensure that all business partners use industry-standard and up-to-date security tools and technologies, such as anti-virus protections and intrusion detection methods. The Firm's business partners must meet or exceed the Firm's own standards for handling sensitive data.

5. Innovation and Adaptability

The Firm must demonstrate its commitment to innovation and continuous investment in new technologies by addressing the following:

a. Technology Investment

- i. The Firm should detail its dedication to the development of new products and services that meet the needs of UMW and the academic community. This includes anticipating and adapting to market changes and technological advances.

b. Innovation Strategy

- i. Provide an explanation of how the Firm proactively develops technology solutions to align with the evolving needs of the academic sector.

J. Payment Options:

List the payment options that your firm offers both in-store and online. Required tenders for a physical and/or an online store include but are not limited to credit card, Financial Aid, Departmental Charges, UMW EagleOne Card, and Gift cards.

1. Refunds

- a. Propose a refund policy for each business segment.

2. Promotional Offers: The Firm should promptly extend any special educational or promotional discounts to the University, including the duration of such offers.

K. General Merchandise:

1. The University is looking for a Firm that can offer a selection of “soft goods” such as, but not limited to office and art supplies, University emblematic apparel and memorabilia, and such other related goods. Provide examples of “soft goods” proposed for UMW’s general merchandise store.

2. The Firm shall only purchase emblematic goods bearing the University name, marks, and logos from licensed vendors. The Firm’s vendors shall have approval from the University through its Licensing Office before using the University marks on merchandise. The University will grant the Firm the right to sell approved University licensed products; however, the right is not exclusive and is subject to the payment by licensed vendors of established license fees.

- a. Describe how your Firm will work with UMW Licensing to establish and maintain a workflow to ensure all products bearing the University name, marks and logos have been approved prior to being placed on the sales floor or website for resale.

3. Outline your overarching philosophy regarding merchandising and explain how this philosophy influences the choice of merchandise, ensuring it meets the university community’s needs and expectations.

- a. Detail how your merchandising approach affects pricing, with a focus on making items affordable for the university community while maintaining quality.
- b. Include any market research efforts and how you work with the University to determine new purchases or phase out expired merchandise.
- c. Define what affordable would look like as it relates to both men’s and women's apparel and the percentage of affordable items you would propose having in the store/website.
- d. Describe any measures in place to balance quality with cost-effectiveness.

- e. How will you ensure that your merchandise prices are competitive in the local area?
 - i. The University desires a market basket comparison for pricing comparison on mutually agreed upon selected items with nearby competitors at least once a year.
4. What school spirit and emblematic merchandise do you typically offer?
 - a. Clarify the process for choosing merchandise to be offered, particularly school spirit and emblematic items.
 - b. Explain how brands are selected, ensuring they align with the university's values and appeal.
5. The University shall have the right to recommend merchandise to be sold in the Campus Store and to request the removal of merchandise for sale in the Campus Store which the University considers offensive, inappropriate, or an inadequate representation of the UMW brand.
6. Special and One-Time Event Merchandise Collaboration: The University is interested in introducing special, one-time merchandise for occasional events and seeks to understand your experience and approach in facilitating such collaborations.
 - a. Please describe your capacity and willingness to work with the University in creating unique, one-time merchandise for special events. Highlight how you accommodate these distinctive requests while ensuring timely delivery and quality. List all qualifying circumstances, such as order minimums.
 - b. Share examples of how you have successfully collaborated with other universities to design and deliver special or one-time event merchandise.
7. The University desires flexibility to utilize local vendors for production of UMW emblematic merchandise. The University also desires to collaborate with local retail outlets to promote University gear in the stores. Please describe your capacity and willingness to work with the University in partnering with local vendors.
8. Describe how your Firm would approach limited release merchandise, and provide examples of instances where your firm maintains such merchandise.
9. Describe other general products you will offer in each store.

L. Athletic Merchandise:

1. Describe your Firm's ability to sell quality UMW Athletic merchandise in the physical and/or online store/platform, ensuring all sports are represented at all times, and that Athletic merchandise accurately reflects the style, branding and logos used by the UMW Athletic Department. Describe the Firm's ability to coordinate with the University's Athletic and other departments to jointly market and sell soft goods, if requested by the University department(s).
2. Please describe the Firm's experience with Name, Image, and Likeness (NIL) regulations and initiatives. This should include specific examples of how they have supported university athletic departments in managing NIL compliance, opportunities, and challenges. The bidder should also outline their approach to assisting UMW's Athletic Department in optimizing NIL opportunities for student-athletes, ensuring compliance with NCAA regulations, and integrating NIL strategies into the broader athletic and academic programs.

3. Describe how your firm would collaborate with Athletics to execute team fundraising initiatives through online UMW Athletic apparel sales.

M. Graduation Regalia:

1. The sale of class rings, jewelry, announcements and academic regalia shall be subject to the terms and conditions of UMW's separate agreements. However, the campus store firm shall support the graduation activity as requested. In the case of a physical general merchandise store, this shall include the sale of graduation regalia by the campus store and may include allowing the sale of other graduation items in the campus store space and providing sales and storage space as requested. Responsibilities also include, but are not limited to organizing and facilitating Grad Fair events, and providing a seamless experience for graduates.

N. Marketing, Advertising and Promotions:

1. Detail the marketing, advertising, and promotional strategies you plan to implement to effectively reach and engage students, faculty, staff, and other university community members. Describe how these strategies will be tailored to the unique needs and interests of the university constituent. Note that UMW broadcast communications are not utilized for marketing purposes.
2. Provide an overview of the types of events your Firm typically organizes throughout the academic year. Highlight how these events contribute to the campus community and foster engagement with the campus store.
3. Discuss the methods you will use to enhance the campus store's visibility and ensure it becomes an integral part of campus life. Include plans for collaboration with various campus entities and participation in campus activities.
4. Detail how you plan to partner with University Athletics, Alumni Association, Student Government Association, Admissions, and other campus organizations to ensure the Campus Store has a presence at university events and effectively markets its merchandise.
5. Share specific strategies designed to attract students, families and alumni on your website and/or physical store locations. Emphasize how these strategies will enhance the shopping experience and meet the needs of the university community.
6. Pop Up Events: Firm should be prepared to have a presence at Pop Up Events identified by University to promote the University's mission and to support specified events.
 - a. Pop-up locations should also be included in the Firm's retail strategy for Admissions, Alumni and Athletic events.
7. Please describe your Firm's ability to provide students, families and visitors an online, on demand retail offering for UMW Athletics.

O. Facilities and Equipment:

1. The University envisions a physical Campus Store not only as a retail space but as a vibrant destination and central hub of activity for students, faculty, staff, prospective students and their families and the broader community. Proposers are encouraged to creatively consider the use and configuration of the available space to maximize its location, making it an inviting and dynamic area for all.
2. Renovation Plan and Budget: If proposing a physical store, include recommendations and cost for a refresh. Proposals should reflect a reduced retail space, providing room for complementary student services. Proposers should present a detailed plan and budget for renovating or updating the campus store throughout the contract duration. Include a timeline for renovations to ensure the campus store remains contemporary and well-maintained, avoiding any dated appearance.
3. The Firm shall be responsible for the proper collection and removal/disposal of all trash, garbage, shipping containers, boxes, skids, etc., from the interior of the campus store facility and deposited in the appropriate disposal container, e.g. trash/garbage in dumpsters, cardboard flattened and deposited in cardboard recycling containers, etc.
4. Floor Maintenance: The Firm shall be responsible for cleaning all flooring at least bi-annually, ensuring floors where applicable have an attractive waxed finish. Carpets must also be clean and in good repair.
5. Cleanliness of Surfaces: Walls, ceilings, windows, and vents shall be kept clean, free of dirt, dust, and grease. Display and entrance windows and doors shall be cleaned by the Firm.
6. Comprehensive Cleaning Schedule: The Firm shall perform thorough cleaning of all facilities at the end of each semester, including the summer, and during University scheduled breaks. This includes walls, fixtures, furniture, hallways, stairs, the receiving dock, offices, rugs, storage rooms, and equipment.
7. Loading Dock: The loading dock area shall be maintained clean and free from debris at all times.

P. Financials:

1. Financial Terms
 - a. Sales and Commission Payment Structure: Firm shall present a detailed Sales and Commission payment tier matrix applicable throughout the contract, including any renewals or extensions, to outline the basis for commission payments. Matrix must include, at minimum, sales category, sales volume per category and/or in total, % commission and total commission per category.
 - b. Payment Schedule: The agreed-upon Sales and Commission payment tier schedule shall serve as the standard methodology for calculating and executing timely commission payments to the university.
 - c. Reporting and Payment Deadlines: All financial and sales reports, alongside corresponding commission payments, shall be submitted by the 10th day of the month following the reporting period. In cases of late submission, the university reserves the right to impose a late fee up to \$100 per day. If the due date falls on a weekend or public holiday, the deadline extends to the next business day. Financial and sales reports submitted shall be final and not preliminary or estimated.

- d. Fiscal Year Definition: The University's fiscal year is defined from July 1 to June 30, with financial reporting conducted on a monthly basis. Any contract period beginning before the start of a full fiscal year shall be adjusted on a prorated basis.
- e. Fiscal Reporting Alignment: The Firm's fiscal reporting period shall align with the University's fiscal year. Monthly reporting shall cover data from the first to the last day of each calendar month.
- f. Tax Obligations: The Firm is solely responsible for all tax obligations related to this contract.
- g. Sales and Tax Reports: Upon request, the Firm must provide copies of all required sales and tax reports that detail sales, revenues, and taxes generated at the University.
- h. Operating Costs: The Firm shall pay all operating costs for providing the contracted goods/services, except for specific costs outlined by the University (University's Responsibilities) in the RFP or the negotiated contract.
 - i. The University's Responsibilities consist of:
 - a. Electricity
 - b. General building maintenance (HVAC, Mechanical, Ceiling tiles from leaks, etc.)
 - c. Heating and air conditioning
 - d. Smoke/heat alarms
 - e. Natural gas, steam
 - f. Water, sewer
 - g. Trash removal (from the University's designated point)
 - h. Fire safety inspections
 - i. Utility Services: The University commits to maintaining utilities to its best ability but shall not be liable for losses due to outages.

2. Sales, Reporting and Commission Terms

- a. Net Sales Reporting: All net sales (gross sales minus taxes), including but not limited to cash, check, internal transfers, gift card redemption and debit/credit card, and financial aid shall be recorded as revenues on financial reports at retail values.
- b. Commission Computation: Commissions shall be computed on net sales.
- c. Commission Payments: Commissions shall be paid to the University in the period they were earned and charged, and not upon collection date. The Firm shall not be reimbursed for commissions paid on uncollected amounts. Uncollectable amounts shall be the responsibility of the Firm.
- d. Commission Payments shall be accompanied by sales reports showing net sales for each category, total sales, period in which sales were made, and commission calculation.
- e. Monthly Financial Reporting: The Firm shall e-mail a monthly financial operating statement report (Operating Statement) in spreadsheet format to the University by the 10th of each calendar month. Proposal must include a sample Profit and Loss statement that would be provided to the Contract Administrator.
- f. Any operating statements requiring adjustments because of a review audit shall be reflected on the next reporting month.
- g. At the end of each semester or term, or upon request of the UMW Contract Administrator, Contractor shall provide:
 - i. Average pricing for each available course materials format

- ii. A current term course materials list that includes the retail price for each title in each of its available formats.
 - h. Contractor shall provide insights reports annually to the Contract Administrator.
 - i. Audit Reporting: The University should be informed by the Firm of the schedule of the Firm's audit of the records and operations at the University. The University will have the option to participate in the Firm's audits and shall receive a full audit report of findings regardless of the University participation.
 - j. Confidentiality and Compliance: All Firm financial reports and their content will be retained, used and treated in strict confidence by the University except as required by the Virginia Freedom of Information Act.
3. The Firm shall submit all reports and payments to:
- a. Reports
 - i. Electronic reporting submission addresses will be determined upon contract award.
 - b. Payments
 - i. Electronic payment submission will be provided upon contract award. Electronic payments must be accompanied by supporting documentation that defines the sales by category, sales period, total sales and calculation of funds earned.

Q. Renovation and Construction:

- 1. Coordination with University Facilities: The Firm shall coordinate with the University's Facilities Management, through Business Services, for support related to electrical work, construction, lighting, plumbing, and the installation of furniture/fixtures, finishes, inspections, and signage for any proposed changes to the retail space.
- 2. Design and Construction Capabilities: State whether the Firm is capable of facilitating the design, renovation, and/or construction processes upon request and possess in-house resources to fulfill these needs throughout the contract term.
- 3. Regulatory Compliance: The Firm shall only utilize firms registered with the Department of Professional and Occupational Regulation (www.dpor.virginia.gov/).

R. Contract Transition:

The University currently has a contract in place for its campus store management. This contract with Barnes & Noble will expire on June 30, 2026. In the event of a new vendor being selected as the campus store vendor, it will be expected that the two parties work collaboratively on a possible early transition.

- 1. Provide a realistic implementation and transition plan. The schedule should include target dates for staffing, stocking, equipping, all specific roles and responsibilities required for the transition and merchandising the retail facilities, and a detailed project plan for necessary IT integrations. In addition, provide dates for key transition activities such as staff training, system installation, banking arrangements, service agreements, phone installations, etc.
- 2. In the event of a transition to a new campus store vendor, the successful bidder should make employment offers to the current campus store staff where applicable. The bidder should outline their strategy for

evaluating and integrating the current staff into their operations to maintain continuity and leverage the staff's experience and knowledge.

S. Experience and Qualifications of Firm:

1. Provide a list of four (4) comparable academic institutions or other facilities for which similar goods and services are currently being provided. Include names, addresses, e-mail and phone numbers of the appropriate contact person.
2. State the Firm's capability for enhancing the University's retail program, by identifying the goals and strategies implemented at one site of a similar size and nature to University of Mary Washington.
3. Provide a list of all clients lost within the last three years. Include a contact name and telephone number, the length of service at the account, the reason for the loss. Include clients lost as a result of merger or acquisition.
4. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: <https://vascupp.org/members>
5. Submit a copy of the company's most recent annual report, most recent filing of Securities and Exchange (SEC) reports (10Q and 10K) and any other written evidence of the company's financial stability. If SEC reports are not filed, include litigation record for prior, current and pending matters in addition to Financial Statements/Balance Sheets for the past two years of operation. Similar data is requested for subcontractors, if applicable.

T. Other Related Goods/Services:

1. Describe other related goods and/or services provided by your firm. Provide information to demonstrate how these goods and/or services could benefit the University and include the associated pricing for the term of the contract. Provide information to address how newly introduced products and services would be offered and included in the contract. Include information on your ability to provide most favored nations pricing.

U. Sustainability:

1. Operations will align with [UMW Sustainability mission](#), goals and initiatives.
2. Describe how you will establish waste reduction and diversion targets, focusing on single-use plastics and other disposables. Please provide information to demonstrate the overall environmental impact of your proposed approach. Include information on your recommendations to reduce the environmental impact and create efficiencies.

V. Exclusive Beverage Agreement:

The University maintains the right to have exclusive agreements. The Firm shall comply with all the agreement's terms and conditions. Currently, the University has an exclusive agreement with [Pepsi Bottling Group, LLC](#) for carbonated and non-carbonated soft drinks; fountain tea; bottled teas, coffees, juices, Isotonic beverages and bottled water. Firm Beverages will be the only beverages sold, distributed, sampled or otherwise made available on the Campus. The following beverages are exempt from exclusivity; (1) non-

bottled tap water/filtered water stations, hot chocolate, freshly brewed coffee and tea, fresh squeezed juices, and milk; (2) other beverage products used in a proprietary recipe by restaurants on campus (ingredient(s) from an alternative source will not be advertised). In no event will exempted beverages be advertised on campus.

VIII. CONTRACT ADMINISTRATION:

- A. The Director of Business Services or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IX. EVALUATION AND AWARD CRITERIA:

Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Methodology / Approach	20
Value: Customer Service, Cost to Students	20
Suitability of Offerings for intended purpose	15
Financial Proposal	15
Innovation / Technology / Accessibility	15
Qualifications / Experience	10
SWaM Status / Utilization	5
Total	100

X. PROCUREMENT SCHEDULE:

Below is a brief schedule for this solicitation, specifying the critical dates and milestones (subject to change).

Event/Milestone	Date/Date Range
Issue Date of RFP	2/7/2025
Optional Pre-Proposal Conference	2/18/2025
Questions Due	2/25/2025
Proposal Due Date	3/10/2025
Initial Scoring Meeting	3/24/2025 – 3/28/2025
Negotiations	4/7/2025 – 4/11/2025
Contract Negotiations	4/14/2025 – 4/18/2025
Final Scoring Meeting	4/21/2025 – 4/25/2025
Anticipated Contract Award	4/30/2025

XI. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <https://adminfinance.umw.edu/procurement/umw-terms-conditions/>

XII. SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the proposal shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the proposal specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.
2. **ACCESSIBILITY:** All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of University of Mary Washington shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the most current version of the Web Content Accessibility Guidelines (WCAG). The Vendor/Contractor further warrants that it is committed, and shall remain committed, to promoting and improving accessibility of all its products as specified in UMW's IT Accessibility Policy. <https://technology.umw.edu/technology-accessibility/>
 - A. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Contract Effective Date, as identified by the Vendor/Contractor, or through University testing or assessment, Vendor/Contractor shall use all reasonable efforts to update the Products and Services so as to be in conformance prior to Acceptance by the University.
 - B. In the event any issues arise regarding Vendor's/Contractor's compliance with applicable federal or state disability laws, policies and regulations, at any time, during any term of the contract, including all optional renewals, the University may send communications to Vendor/Contractor as specified in the Notices provision of the contract, requesting cure of such noncompliance. The Vendor/Contractor shall respond to these communications within two (2) business days from receipt to the University official identified in the Notices provision of the contract, with a plan, including a timeline for completion, which will bring the contractor back within compliance as required by the contract. This plan shall require University agreement.
3. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
4. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement, the

University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

5. **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.
6. **AWARD – RFP:** 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(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, 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 (Governing Rule §16). Should the University 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, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, 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. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:
 - a separate award of each item,
 - an award of a group of items,
 - an award either in whole or in part,
 - a single award, or
 - a multiple award
7. **BEST and FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO."
8. **BULK DELIVERIES:** To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.
9. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to

receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

10. **CHANGES TO THE CONTRACT:** Changes can be made to the contract by written mutual agreement 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.
11. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others 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 University's written consent and only in accordance with federal law or the Code of Virginia. 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 University 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.
12. **CONTINUITY OF SERVICES:**
 1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - ii. To make all University 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 University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. 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.
 3. 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.
13. **CONTRACTOR AND EMPLOYEE REQUIREMENTS – BONDING AND INSURANCE:** Contractor Personnel may have access to sensitive Personally Identifiable Information (PII). The Contractor shall ensure that all contractor personnel given access to, or sent to work on properties of the University of Mary Washington are bonded and insured; copies of which must be provided to the University prior to the first day of work.

- a. If the Contractor, under this contract, creates, obtains, transmits, uses, maintains, processes or disposes of the subset of University Data known as Personally Identifiable Information (PII), or financial or business data, the Contractor shall also perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act:
 - i. Office of Foreign Assets Control List (OFAC) check
 - ii. Bureau of Industry and Security List (BIS) check
 - iii. Office of Defense Trade Controls Debarred Persons List (DDTC)

14. **CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by the Subcontractor to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.
- c. UMW reserves the right to audit a Contractor's background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties

15. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW 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, UMW reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal. If the modifications 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 (PDF) issued by UMW Procurement Services.

16. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:**

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf). This RFP is being issued by the University on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC"), which includes all members from the Virginia Association of State College and University Purchasing Professionals ("VASCUPP"). Reference the VASCUPP Zone Map in Attachment E. It is the intent of this RFP and resulting contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract 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 provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.

UMW 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 UMW 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.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

17. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the

type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

18. **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.
19. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
20. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.
21. **DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.
22. **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 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 during the performance of the contract.

23. **ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with the identification and procurement of environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



24. **ELECTRONIC DOCUMENTATION & COMMUNICATION:** When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.
25. **ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.
26. **EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*
27. **ENVIRONMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
28. **EQUIPMENT ENVIRONMENT:** Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the Offeror's proposal, should any such

requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. *Unless otherwise stated in the solicitation, it will be the University's responsibility to prepare the site at its own expense to meet the environmental specifications provided.*

29. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
30. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the Contractor for the use of a University charge card for payment of invoices, or any order-associated eVA fees.
31. **FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with [§ 2.2-4200](#) and [§ 2.2-4201](#), during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
32. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
33. **FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:
34. **FRATERNIZATION:** Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
35. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the

bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

Name	of	Offeror		Proposal Due Date & Time
UMW	RFP	Number		UMW RFP Title
Street #/Name or P.O. Box #				City, State and Zip Code

36. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of 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, services, or equipment in the manner already and permanently described by the contractor on the materials, goods, services or equipment delivered.
37. **INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.
38. **INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
39. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.
40. **INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the contractor from the premises.
41. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or 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. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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:

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 requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employer's Liability - \$100,000.

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.

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).

PROFESSION/SERVICE LIMITS

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Physical Therapists, Physical Therapist Assistant Nurses, Pharmacists, Physicians, Podiatrists, Chiropracts, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

42. **LATE PROPOSALS:** To be considered for selection, proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.
43. **NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
44. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
45. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.
- | | |
|---|--|
| If to the University: University of Mary Washington
Attn.: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401 | If to the Contractor: {CONTRACTOR NAME}
Attn:
ADDRESS LINE 1
ADDRESS LINE 2 |
|---|--|
46. **OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
47. **OPTIONAL REDUCED CARBON EMISSION DELIVERY PLAN (RFP):** In addition to standard shipping costs, the Offeror shall also propose an alternative delivery plan that promotes an environmentally friendly approach to reduce carbon emissions. This plan should detail, at a minimum: the type of transportation utilized, the use of local suppliers, applicable fuel types (electric, gas, diesel, etc.), total miles traveled; delivery time variance between the standard and reduced carbon plan; the amount of carbon emissions reduced; and the cost to UMW. The Contractor is encouraged to include other pertinent information to assist UMW with the determination of the best approach.
48. **OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

49. **PREPROPOSAL CONFERENCE – OPTIONAL:** An optional preproposal conference will be held at **10:00 AM** on **February 18, 2025** in the **Suite 480 Conference Room, located at 1125 Emancipation Hwy., Fredericksburg, VA 22401**. A Zoom link will also be provided for those that are unable to attend in person. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
50. **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.
51. **PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.
52. **PROHIBITION OF HAZARDOUS MATERIALS:** The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.
53. **RECYCLED CONTENT OF FURNITURE AND FIXTURES:** Furniture and fixtures provided in support of this Contract should consist of a minimum of ____% of recycled materials. A written request for approval to provide furniture and fixtures that do not meet this requirement shall be submitted to the UMW Contract Administrator for approval prior to delivery.
54. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) one-year successive terms, or as negotiated, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 1. If the University 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 more than the percentage increase/decrease of the Consumer Price Index for all Urban Consumers (CPI-U) 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 University 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 Consumer Price Index for all Urban Consumers (CPI-U) section of the Consumer Price Index of

the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

55. **SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.
56. **SECTION HEADINGS:** Section headings are for the convenience of the parties; and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.
57. **SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
58. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
59. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
60. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement 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.
61. **TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. [The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence](#) is available for review on the [Title IX web page](#).

62. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid/proposal submission certifies your understanding of the following:

1. 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.
2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.

63. **USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

64. **WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

SUPPLIER ONBOARDING and METHOD OF PAYMENT: All awarded Contractors must be [registered with the University](#) to receive payment via University-issued check or ACH. The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401



Standard Contract

Contract #
Contract Title

This contract, between CONTRACTOR NAME, hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective upon [full execution of this document by both parties], [or other date as specified].

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

PERIOD OF CONTRACT: Date of Final Execution through MONTH DAY, YEAR with # NUMBER-year/s renewal options.
OR MONTH DAY, YEAR – MONTH DAY, YEAR with # NUMBER-year/s renewal options.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the “contract documents”:

1. This signed Contract;
2. The University’s Contractor’s Form Addendum dated ____; (if needed)
3. Any addenda and the original solicitation, RFP # XX-XXX, dated ____ to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions;
4. UMW Hosted Technology Services Addendum (HTSA) (as necessary)
5. The Contractor’s End User/License Agreement “Title of Agreement”; (if needed)
6. The Contractor’s proposal dated ____ including all attachments;

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

SCOPE OF SERVICES: The Contractor shall provide the [contract goods/services] services described herein. (To be used when Scope of Services is too cumbersome to include in this contract document)

Or

SCOPE OF SERVICES: The Contractor agrees to provide the following services: (To be used when the Scope of Services can be included in this contract document)

PRICING:

CONTRACT ADMINISTRATION: The [contract administrator title], or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University’s Procurement Services department.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Contract.

SPECIAL TERMS AND CONDITIONS:

ADD (from RFP, Terms Library, as applicable)

(may be edited as necessary to reflect specifically how contract payments will be made, if requested by contractor.)

METHOD OF PAYMENT/PAYMENT TERMS: The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR NAME

UNIVERSITY OF MARY WASHINGTON

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Phone: _____

Email: _____

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], (“the University”) and [Supplier NAME] (“Supplier”).

TERM

The term of this Publicly Accessible Contract (“PAC”) shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Supplier will:
 - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
 - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
 - C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
 - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.
- II. The University will ensure the Consortium:
 - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
 - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.

III. Payment

- A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

- B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

Note 'PAC payment' on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]
Email: [Supplier Email]

ACCEPTANCE

For [Lead Institution]

For [Supplier]

[Lead Procurement Director]
[Lead Job Title]

[Supplier Contact]
[Supplier Contact Title]

Date

Date

Agreement #:[Contract-Number]-PAC

Hosted Technology Services Addendum

SUPPLIER NAME: _____

SUPPLIER PRODUCT/SOLUTION: _____

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the agreement between the University and the Vendor.

Definitions:

- Agreement: The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- University: "University" or "the University" means University of Mary Washington, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
- University Data: "University Data" is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- Personally Identifiable Information: "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
- Security Breach: "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- Service(s): "Service" or "Services" means any goods or services acquired by the University from the Vendor.

1. **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 these data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
2. **Nonvisual Access To Technology:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.
3. **Data Privacy:**
 - a. Contractor will use University Data only for the purpose of fulfilling its duties under this 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 this Agreement or as otherwise required by law.

- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. Data Security:

- a. 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.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
- c. Contractor will maintain an uptime of 99.99% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. Employee Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.

7. Security Breach:

- a. 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.
- b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

8. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. 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 and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits:

- a. The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;
 - ii. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
 - iii. formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

11. Compliance:

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under this Agreement that conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.

This Addendum and any other related and attached documents constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This Agency does not discriminate against faith-based organizations.

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

CONTRACTOR

UNIVERSITY OF MARY WASHINGTON

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

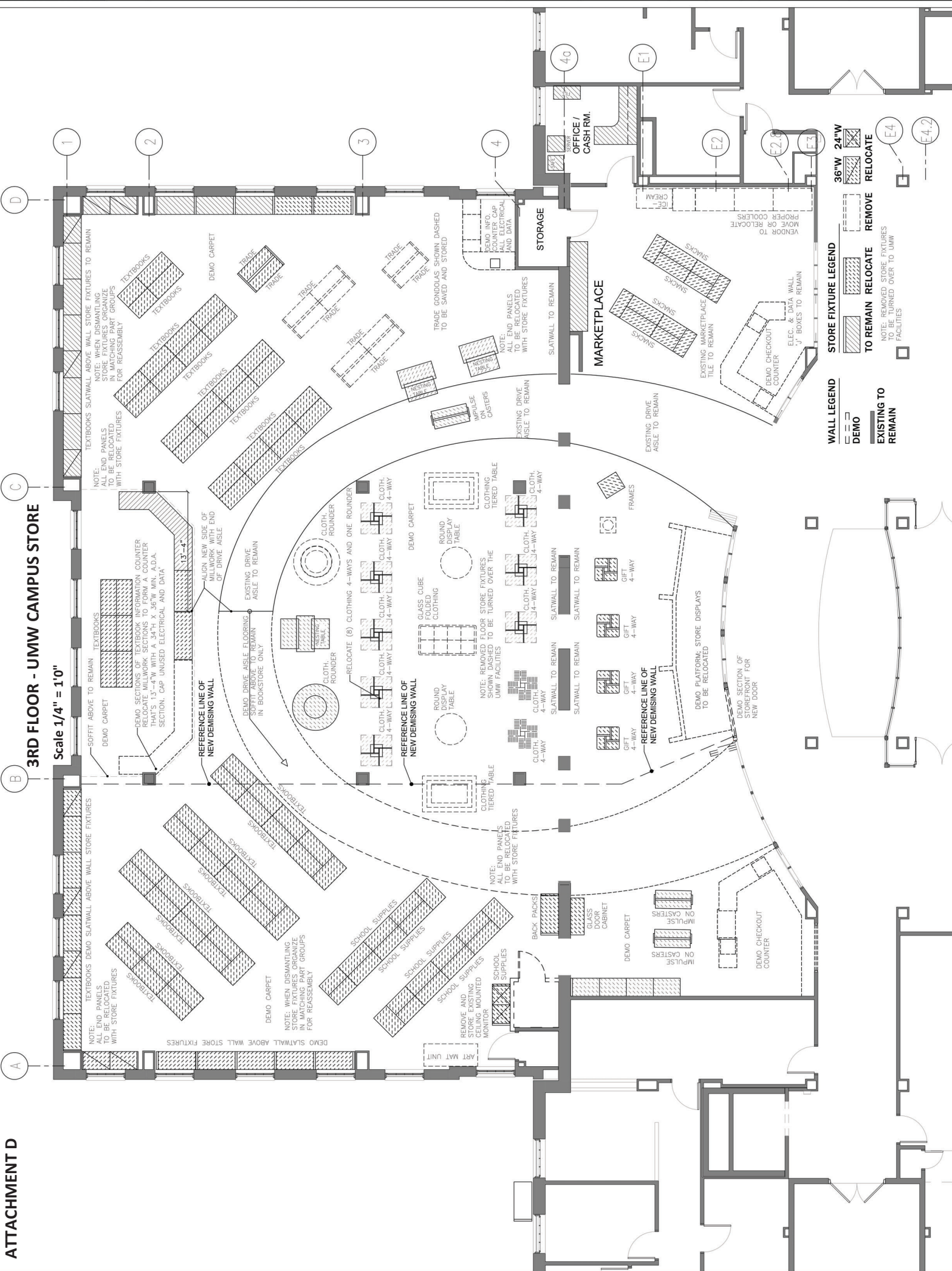
TITLE: _____

DATE: _____

DATE: _____

3RD FLOOR - UMW CAMPUS STORE

Scale 1/4" = 1'0"



- WALL LEGEND**
- EXISTING WALL
 - DEMO
 - EXISTING TO REMAIN
- STORE FIXTURE LEGEND**
- 36"W 24"W
 - TO REMAIN
 - RELOCATE
 - REMOVE
- NOTE: REMOVED STORE FIXTURES TO BE TURNED OVER TO UMW FACILITIES

ATTACHMENT E

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)

ATTACHMENT F

SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

"Micro Business" means a business that 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.

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% 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% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

(Code of Virginia, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals 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% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

(Code of Virginia, § 2.2-4310)

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT F (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
Total Planned Subcontracting Spend (\$)					

ATTACHMENT G**RFP 25-1828 Proposal Submission Checklist**

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal **MUST** be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- Optional Pre-Proposal Conference Date: **February 18, 2025** – Conference will be held at **10:00 AM** in the **Suite 480 Conference Room, located at 1125 Emancipation Hwy., Fredericksburg, VA 22401**. A Zoom link will be provided to those who are unable to attend in person. Please email Lindsay Fare at lfare@umw.edu or call 540-654-1057 to RSVP. See Pre-Proposal Conference clause in the Special Terms and Conditions.
- No Questions Accepted after **2:00 PM on February 25, 2025**. All Questions must be directed toward the Procurement Officer for this solicitation. Please email all questions to Lindsay Fare at lfare@umw.edu or call 540-654-1057.
- Proposal Due Date: **March 10, 2025** - Proposals submitted after **2:00 PM** as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a **SEALED** envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

☐ **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents to Submit:

- ☐ Completed and signed RFP
- ☐ Any/All signed addenda
- ☐ Electronic Copy of Proposal (Original and Redacted) regardless if submitting through eVA VBO or delivering in person
- ☐ Description of the Offering firm's history and expertise that demonstrate its ability to successfully complete the Statement of Needs
- ☐ Completed Attachment F: Small Business Subcontracting Plan
- ☐ A prepared Sales and Commission payment tier matrix
- ☐ Any exceptions taken to the University's Terms and Conditions
- ☐ Current Certificate of Liability Insurance



ADDENDUM
February 28, 2025

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: RFP 25-1828: Campus Store Operations
Date Issued: February 7, 2025
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: Monday, March 10, 2025 at 2:00 PM EST

This addendum consists of seven (7) pages.

Questions from Offerors:

- 1. Q: It states in RFP 25-1828 that it is being issued by the University of Mary Washington (UMW) on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). How does a VHEPC cooperative contract and PAC Agreement work?**

A: The intent of this RFP solicitation issued by UMW on behalf of VHEPC is to provide a master contract vehicle containing VHEPC cooperative language, as well as to provide required services for UMW. VHEPC makes most of their cooperative contracts available for any agency to use. They allow any organization that a vendor approves, whether it be public and private colleges, K-12 school systems, health institutions, cities, and municipalities, to access their contracts. The Consortium currently represents 37 schools within the state of Virginia. Non-Consortium entities may be nationwide. Using a VHEPC contract eliminates the need for other entities, as well as vendors, to spend time and money in issuing and responding to additional RFPs. If a vendor approves a non-member entity's use of their VHEPC contract, the agency would simply need to execute a bridge agreement to the vendor's VHEPC contract (incorporating any business specifics and necessary additional terms and conditions). The Vendor will then pay the VHEPC one percent (1%) of all revenue received from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee is paid in exchange for marketing services provided by the University and the Consortium. Further details are described in Attachment B – PAC Agreement Sample, Section II.

- 2. Q: Please provide a list of the college owned FF&E (*furniture, fixtures & equipment*) that will remain in the store if the College transitions to a new bookstore provider.**

A: Most but not all FF&E in the store are owned by the University. A complete list is not available.

- 3. Q: What is the existing total inventory value? Is it the expectation of the University that the selected operator purchases all of it?**

A: The total inventory value as of 02/25/2025 is \$427,924.00. Selected operator would be required to purchase inventory in accordance with the terms of contract [UMW 18-797 – Bookstore and Retail Operations](#), IV., E. and VI., D., 8.

- 4. Q: Where is the nearest accessible dock?**

A: The nearest accessible dock is at the back of Lee Hall, ground floor. Please see Attachment H – Fredericksburg Campus Map for the location of Lee Hall (#26).

5. **Q: Attachment D – UMW Campus Store Floor Plan has some details in the legend regarding Demo, To Remain, Relocate etc. Have these changes already been made?**

A: No.

Q: If not, can you speak more about that?

A: The changes described on the attachment are not related to this RFP.

Q: Are there any plans to move or alter the current bookstore location?

A: There are no plans to relocate the current bookstore, but the footprint may be reduced within the existing space.

6. **Q: Is it the desire of the institution for the chosen vendor to retain the bookstore's current full-time employees?**

A: Current bookstore staff is well regarded at UMW.

Q: If so, please provide a listing of the current full-time employees and each of their attributable annual salaries.

A: Staff salary information is not available to UMW.

7. **Q: Please provide a booklist in excel or. csv for the current semester, and as many as three years back, by semester. That list would show:**

- ISBN
- Course
- Credit hours of each course
- Actual enrollment by course (capacity and estimated enrollment are not helpful for our calculations, just for context)
- Units sold by course
- Gross sales by course, if available

A. Please see Attachment I – Adoption Report for this information.

8. **Q: What percentage of courses use a textbook?**

A: 42% of courses not labeled independent study utilize a textbook.

9. **Q: What percentage of courses use courseware (i.e., My Pearson Lab, Cengage Now, Wiley Plus, etc.)?**

A: 12% of courses not labeled independent study use courseware.

10. **Q: What percentage of courses use OER materials?**

A: 6% courses not labeled independent study use OER materials.

11. **Q: What goals does your institution have in place for the use of OER over the next five years?**

A: Guidance for OER Materials can be found at the link below.

- [OpenUMW](#)

12. **Q: Are you currently running Inclusive Access (IA) programs?**

A: Yes

Q: If yes, how many courses/sections are using IA materials?

- Spring 2025: 68 courses, 112 sections
- Fall 2024: 67 courses, 119 sections

Q: If yes, what is the annual sales volume of IA?

- FY24 IA sales = \$495,336.

Q: If yes, are the sales numbers already included in the digital line item above? Yes.

Q: If yes, what digital provider is supporting IA courses (Verba/VitalSource, Willo, RedShelf, Publisher direct, etc.)?

A: The digital providers supporting Inclusive Access courses are Yuzu/VitalSource and publisher content.

Q: If yes, do any IA courses go directly through the publisher?

A: No.

Q: If yes, is the bookstore currently the exclusive conveyor of Inclusive Access (IA)?

A: Bookstore is the sole purveyor of Inclusive Access.

13. Q: Please provide your brand guidelines.

A: Brand guidelines can be found in the three attachments below. Attachments are listed within the eVA VBO for RFP 25-1828.

- Attachment J – UMW Athletics Brand Guide 2022
- Attachment K – UMW Toolkit 2021 (Lo-Res)
- Attachment L – UMW Toolkit Supplement 2022

14. Q: Is your merchandise licensed?

A: Yes. Please refer to RFP 25-1828, VII., K., 2.

Q: If yes, do you work with a third-party licensing agency?

A: No. UMW is self-licensed. Please reference RFP 25-1828, VII., K., 2.

15. Q: Are there any limitations on convenience offerings for food or beverage?

A: Yes

Q: Please elaborate on other agreements.

A: Agreements can be found at the links below. Please also see RFP 25-1828, VII., V.

- Sodexo: [UCPUMW 23-1457 – Dining Service Operations](#)
- Pepsi: [COOP 24-1755 – Pepsi Pouring Rights](#)

16. Q: Does the store support in-venue sales at athletic events?

A: It is desirable that the store support in-venue sales at athletic events.

- Which sports? N/A
- What is the approximate revenue from in-venue sales? N/A

17. Q: Do all athletic merchandise sales go through the campus store? If not, who handles those sales?

A: Please reference UMW Contract Number COOP 22-1356 provided in the link below. BSN Sports provides short term pop-up stores as fundraisers for teams.

- BSN Sports: [COOP 22-1356 – Athletic Sports Apparel](#)

18. Q: What is the bookstore's role in selling/distributing graduation caps and gowns?

A: Please refer to RFP 25-1828, VII., C., 2. and VII., M.

19. Q: How many collegiate level athletic teams does the institution have?

A: Information can be found using the link below. Once on the site, be sure to click on the three lines in the top left corner. From there, click "Sports" from the dropdown for the list of sports.

- [University of Mary Washington Eagles](#)

20. Q: What are the current challenges with your existing bookstore operations that you would like to see addressed?

A: Please refer to RFP 25-1828, VII., B., 2. and K. through L., 1. and 3.

21. Q: Are there any programs run by the incumbent bookstore provider that you would like to see continue that are outside of the normal operations of the college bookstore?

A: The Bookstore supports campus events outside of store operating hours and such support is required to continue. These include but are not limited to book sales at the Great Lives Series. Please also reference RFP 25-1828, VII., C., c.

22. Q: Who is on the RFP Committee and what are their roles at the institution?

A: We are not able to disclose the names or roles of the RFP Committee.

23. Q: Please describe how students utilize their financial aid in the campus store and if there are any restrictions.

A: Financial Aid can be used in-store and online. Restrictions may vary by type of aid.

24. Q: If this discussion includes an Equitable Access Program (EA), please provide the total Credit Hours enrolled for the previous three semesters.

A: The University does not have an Equitable Access Program.

25. Q: How many students currently live in on-campus housing?

A: As of 02/24/2025, there are 1,939 students currently living on campus.

26. Q: Can you provide the CAD file for store space?

A: We are not able to provide a CAD file of the floor plan, but please refer to RFP 25-1828: Attachment D for a pdf version of the space.

27. Q: Is there an unamortized/undepreciated balance from prior store renovations or from any one-time contractual contributions? If yes, will a subsequent vendor be expected to cover this cost and how much will that amount be at the end of the agreement or as of June 30, 2025?

A: There is no unamortized/undepreciated balance that a vendor is expected to cover.

28. Q: How many courses, sections and titles are in the Inclusive Access (course by course) program?

A: Please see Attachment I – Adoption Report to view the courses and sections using Inclusive Access for Spring 2025.

29. Q: Is the current Inclusive Access only digital materials or are there print materials in the current offering? What is the percentage of digital v. print?

A: Inclusive Access materials may be accompanied by a low-cost physical book. Otherwise, Inclusive Access is only digital.

30. Q: Please provide total Credit Hours enrolled for Summer 2024, Fall 2024, and Spring 2025.

A: Total students and credit hours enrolled:

- Summer 2024: 1,042 students enrolled in 5,257 credit hours
- Fall 2024: 3,855 students enrolled in 50,003 credit hours
- Spring 2025: 3,503 students enrolled in 45,890 credit hours

31. Q: Can you provide Sales breakdown by Category Year to Date for FY 25? Please provide an explanation of any sales listed as “other”.

Sales Period: May 2024 - Jan. 2025, week 4:	
	FY25
	YTD Jan 2025
Total Course Materials	832,828
Physical Textbook Sales	249,827
66 New Textbooks	187,290
67 Used Textbooks	62,537
Physical Textbook Rentals	145,283
36 Publisher Rentals	7,886
46 New Textbook Rentals	55,368
47 Used Textbook Rentals	82,029
Digital Course Materials	437,717
62 Printed Access Cards	15,590
64 Digital Courseware	349,146
65 eTextbooks	72,981
Total General Merchandise	400,077
Logo Products	260,111
80 School Spirit Clothing	224,342
94 Backpacks	809
96 School Spirit, Gifts, Accessories	34,960
NonLogo Products	139,966
68 Trade Books	7,614
Supply Products	77,941
70 School Supplies	33,131
71 Electronics NonCommissionable	4,915
72 Computer Peripherals	14,253
98 Course Required Supplies	25,642
Food Products	18,822
89 Cafe	375
91 Convenience	18,447
Miscellaneous Products	9,739
81 NonEmblematic Trend Area	8,753
92 Dorm Furnishings-Regional Buys	870
93 Greeting Cards	116
Grad Products	25,850
90 Graduation Products	9,841
97 Prints, Frames, Museum Shop	16,009
Total Sales	1,232,905

32. Q: Does the current provider support in venue sales for any athletic events? If yes, what is the approximate annual sales?

A: No.

33. Q: What are the top three challenges that Mary Washington faces with current course materials operations that the institution hopes to resolve with a new provider?

A: Please reference RFP 25-1828 for course materials requirements.

34. Q: What is the highest priority item in the RFP?

A: Please note that all elements outlined in this RFP are of equal importance. We expect comprehensive attention to all aspects of the proposal, and responses should address each requirement with the same level of urgency and focus.

35. Q: If a general merchandise provider and a course material provider strategically align to serve Mary Washington, would the institution prefer one or two contracts.

A: In the case of a course material provider firm subcontracting with a general merchandise provider, then one contract. In the case that one firm is awarded course materials and another is awarded general merchandise as a result of this RFP, then two contracts.

36. Q: Is Financial Aid allocated to students for textbooks and course materials and used as a tender type in the current bookstore?

A: Yes. Financial Aid is utilized as a tender in the physical store and on the online store.

Q: If so, can you describe the process for how Financial Aid is distributed and then used for course materials/textbooks?

A: The current POS system interfaces with UMW's ERP, Ellucian Banner when students use their Financial Aid for materials/textbooks.

37. Q: What percentage of Mary Washington students receive Financial Aid?

A: Further clarification is needed from vendor. Answer will be posted under Addendum 2.

38. Q: What percentage of overall sales in the bookstore came from Financial Aid?

A: Further clarification is needed from vendor. Answer will be posted under Addendum 2.

39. Q: Are there any sales reflected in the historical sales numbers that were a result of a one-time grant or other funding that will not occur in the future?

A: In FY24, vendor provided scholarships accounted for \$1,519.45 in sales.

40. Q: What percentage of the courses utilize free OER content?

A: 6% of courses not labeled independent study utilize OER content.

41. Q: Does UMW have any direct agreements in place with publishers or other third-party course material providers?

A: No

42. Q: Is UMW open to self-operating a spirit store (apparel, merchandise, sundry items, etc.) with an online bookstore vendor providing all student-purchased materials shipped directly to the campus bookstore for student pickup?

A: UMW is open to considering a self-operated spirit store. Please confirm whether in such a case, the course materials provider would provide necessary course supplies (lab coats, goggles, art kits, etc.).

43. Q: Does UMW have any Inclusive Access course material adoptions? If so, how many courses have inclusive access adoptions?

A: Yes.

- Fall 2024: 67 courses, 119 sections
- Spring 2025: 68 courses, 112 sections

44. Q: Would UMW be interested in implementing an Equitable Access solution, an in-tuition solution where all course materials are automatically delivered to all students with the costs included as part of the cost of attendance?

A: UMW would not be interested in implementing an Equitable Access solution at this time.

END OF ADDENDUM NO. 1

Lindsay Fare
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: 540-654-1057

RFP 25-1828 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: _____

NAME OF OFFEROR REPRESENTATIVE: _____

OFFEROR SIGNATURE: _____

DATE: _____



ADDENDUM
March 6, 2025

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals: RFP 25-1828: Campus Store Operations
Date Issued: February 7, 2025
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: Thursday, March 13, 2025 at 2:00 PM EST

This addendum consists of one (1) page.

UPDATED Proposal Due Date:

Virginia's eProcurement System, eVA has been experiencing severe down time due to maintenance since 5:00 PM Friday, February 28, 2025. Although certain functionalities have been restored, the inability for electronic submissions through the eVA VBO is still present. With that said, the Proposal Due Date has now changed from Monday, March 10, 2025 at 2:00 PM EST to Thursday, March 13, 2025 at 2:00 PM EST. This should allow plenty of time for the eVA VBO to regain full functionality.

Questions from Offerors that required further clarification after Addendum No. 1 was issued:

1. Q: What percentage of Mary Washington students receive Financial Aid?

A: 91% of all students that attend the University of Mary Washington receive some form of Financial Aid.

2. Q: What percentage of overall sales in the bookstore came from Financial Aid?

A: In FY24, the gross sales for the bookstore were \$1,464,764. \$16,938.79 of those sales came from Financial Aid, which equates to 1.16%.

END OF ADDENDUM NO. 2

Lindsay Fare
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: 540-654-1057

RFP 25-1828 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: _____

NAME OF OFFEROR REPRESENTATIVE: _____

OFFEROR SIGNATURE: _____

DATE: _____

ATTACHMENT D

Akados Subscription Agreement
ORDER FORM NO. 1

Software Services:

→ Student Choice Program:

	Service Term	SC Commissions
Student Choice, <u>Exhibit A</u>		

→ Course Access Program:

	Service Term	CA Commissions
Course Access, <u>Exhibit B</u>		

→ Total Access Program:

	Service Term	Estimated Credit Hours	FTE	Service Fee
Total Access, <u>Exhibit C</u>				
TA Launch Date:				

This Order Form is governed by the terms and conditions, including exhibits, contained in the Subscription Agreement, and adds or amends the Software Services herein. If Client does not accept certain Service(s) above, the relevant terms and conditions applicable to such Services(s) in the Agreement will not apply to Client.

SUBSCRIPTION AGREEMENT
TERMS AND CONDITIONS

1. Definitions

- (a) Akados Platform: means the Branded Interface, Akados' suite of proprietary software platforms used in providing the Services, APIs, modules, or tools.
- (b) Branded Interface: means a web-based interface of the Akados Platform that uses Client's campus branding, and is hosted and maintained by Akados, where Users can access, modify, and purchase Course Materials.
- (c) Client Data: means any data, information, content, or materials that Client provides, uploads, transmits, or otherwise makes available to Akados, in connection with the Services provided under this Agreement. This includes, but is not limited to, course information, academic terms, class schedules, faculty or instructor details, enrollment data, program or curriculum structures, course materials, institutional policies, and any other materials related to Client's educational operations or offerings.
- (d) Client Intellectual Property ("Client IP"): means all intellectual property rights, including but not limited to trademarks, copyrights, domain names, logos, and proprietary rights, whether registered or unregistered, and any other materials provided by Client to Akados to facilitate Akados' provision of the Services.
- (e) Course Access Program ("CA"): means the program by which required course materials are provided to students on a course-by-course basis through a mandatory or opt-out payment policy through Client billing to students.
- (f) Course Materials: means materials adopted by Client and distributed by Akados to Users including, but not limited to, digital and physical textbooks, courseware, course packets, lab manuals, note packets, and Client Data.
- (g) Gross Product Sales: means the list price, excluding returns, cancellations, taxes, fees, or other service charges.
- (h) Learning Management System ("LMS"): means a digital system that manages and delivers educational programs.
- (i) Net Product Sales: means the net margin earned by Akados on sales, less any returns, cancellations, credit card fee and/or payment processing fees.
- (j) Order Form: means the order form by which Client may subscribe for any Services hereunder for certain periods of time.
- (k) Service Term: means the length of time in which the contracted-for Services are active, and begins on the Effective Date.

- (l) Services and Software Services: mean the use of the Akademos Platform, Branded Interface, and any of the Akademos course materials distribution services for which Client contracts, and may include any individual or combination of the Student Choice Program, Course Access Program, or Total Access Program.
- (m) Student Choice Program: means the online, web-based service which provides Users with the ability to purchase course materials designated and assigned by Client's faculty and administrators for use by the Users.
- (n) Student Data: means any and all information that can be used to identify any student of Client.
- (o) Student Information System ("SIS"): means a digital system that manages and organizes Client Data and Student Data.
- (p) Total Access Program ("TA"): means the program by which all required course materials are provided to students through a mandatory or opt-out payment policy through Client billing to students.
- (q) Users: means Client's employees, consultants, and students who use the Services, and does not include competitors of Akademos or the Services.

2. Service Guidelines

- (a) Akademos Responsibilities. Akademos shall:
 - i. make the Services, as of the Order Form Effective Date, available to Client pursuant to the terms and conditions set for in this Agreement;
 - ii. maintain the security and integrity of the Services, Client Data, and Student Data; and
 - iii. ensure that the Services perform substantially in accordance with this Agreement.
- (b) Client Responsibilities. Client shall:
 - i. have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data;
 - ii. use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Akademos promptly of any such unauthorized use as soon as it is discovered;
 - iii. comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, to not use the Services in a manner that would violate any federal or state laws of the United States if conducted therein;
 - iv. designate and maintain a primary point of contact responsible for adoption collection and escalation matters. This designated contact must be available to address any related issues in a timely manner and coordinate with relevant parties as needed; and

v. provide all required assistance, information, and materials to Akademos.

(c) Use Guidelines. Client and its Users shall not:

- i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement;
- ii. allow anyone other than authorized Users to access and use the Services;
- iii. use the Services for any technology-based service business in which their sole business purpose is to make its resources (computers, people) available to others in volume for a fee, including but not limited to a merge/purge, list maintenance, or fulfillment service;
- iv. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- v. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights;
- vi. send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs;
- vii. interfere with or disrupt the integrity or performance of the Services, Client Data, or Student Data;
- viii. attempt to gain unauthorized access to the Services or its related systems or networks; or
- ix. circumvent or disable any technological or security features or measures in the Services, including, without limitation, attempting to discern the source code for the Services.

(d) Provider Enhancements. Beyond the obligations of Subsection 2(a), Akademos may engage in partnerships with other technology providers to enhance the Services. These enhancements are not guaranteed as part of this Agreement and may cease to be available during the course of this Agreement. Termination or impairment of these enhancements shall not constitute material breach of this Agreement.

(e) Publicity. Upon prior notification, either Party may include the name and logo of the other Party's campus store or institution in lists of Clients, vendors, or generic partners on either Party's website, blog, social networking account, and press releases.

3. Rights Granted.

(a) License for Services & SIS/LMS. Subject to the terms in this Agreement, if Client seeks to distribute Course Materials through the Student Choice Program or its CA and/or TA Program(s), Akademos grants to Client a non-exclusive, non-sublicensable and non-transferable right to access and use the Akademos Platform to manage and distribute Course Materials to Users. To support the appropriate delivery of Services under this Agreement, Client grants Akademos the right to link or integrate the relevant Akademos Platform with Client's LMS, SIS, Client website, or other relevant Client systems. Client further agrees: (i) to allow Akademos to link

or integrate the relevant Services with Client's LMS, SIS, and any other relevant Client systems, (ii) to support LTI (Learning Tool Interoperability) 1.3 integration, (iii) to facilitate LTI link placements into LMS courses (to facilitate access to Course Materials within the LMS for Akademos managed Client TA/CA Programs), (iv) to provide Akademos with student roster/enrollment data (including via Client's SIS), (v) to provide Akademos course (term and schedule) data from the LMS or SIS (including course and/or section IDs) for all Client courses during an academic period, and (vi) provide Akademos visibility into Client's direct LTI integration with other third parties. In the event integration with Client's SIS is not possible, Client will provide the SIS data required by Akademos to enable the relevant Services via FTP. Client will help facilitate any necessary Akademos integrations with, or data feeds from, its LMS, and/or SIS to enable delivery of the relevant Services and optimization of the Software Services.

(b) Client Data. Client hereby grants to Akademos for the Term of this Agreement, a non-exclusive, non-sublicensable, and non-transferable license to store and use Client Data, solely for the purposes outlined in this Agreement.

(c) Client Intellectual Property: Client hereby grants to Akademos for the Term of this Agreement, a non-exclusive, non-sublicensable, and non-transferable license to use and display Client IP to provide the Services hereunder. Notwithstanding the foregoing, no other license or rights in or to Client IP are granted to Akademos, and all such licenses and rights are hereby expressly reserved by Client.

4. Software Maintenance and User Support. Akademos shall provide software service, maintenance, and User support as described on www.vitalsource.com/support.

5. Payment Terms

(a) Payments. Client will pay Akademos any required amounts as specified in Exhibits A, B, and C. All other payments hereunder shall be due and payable within thirty (30) days of the applicable invoice, including fees identified in subsequent Order Forms.

(b) Set-Off. Without prejudice to any other right or remedy that Akademos has or may have, Akademos may, in good faith and without notice to Client, set-off or recoup any liability Client owes to Akademos against any liability Akademos owes to Client, whether either liability is matured or unmatured.

(c) Taxes. The Party collecting payments for Course Materials shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on sales of such Course Materials. The Parties will provide each other information and data that they may from time-to-time reasonably request and otherwise fully cooperate with each other in connection with (i) the reporting of any sales or use taxes payable; (ii) any tax audit of Akademos' records, or any of its publishing partners' records; and (iii) any assessment, refund claim or proceeding relating to taxes payable. Unless Client provides proof of tax-exempt status (e.g., a written exemption certificate), Customer shall pay all sales, use, value-added and similar taxes assessed upon the transactions hereunder, excluding taxes based on Akademos' net income. If Client is tax-exempt, Client shall provide its tax-exempt certificate to Akademos upon execution of this Agreement and/or an applicable Order Form hereunder and provide any updated tax-exempt certificates as requested by Akademos from time-to-time.

6. Reservation of Rights

(a) Client acknowledges that in providing the Services, Akademos utilizes:

- i. VitalSource, Verba, and Akademos names, logos, and domain names, and their corresponding derivative names, logos, and domain names, the product and service names associated with the Services, and other trademarks and service marks;
- ii. VitalSource's support and maintenance processes;
- iii. certain audio and visual information, documents, software and other works of authorship; and
- iv. other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information (collectively, Subsection (6)(i)-(iii) "Technology") and that the Technology is covered by intellectual property rights owned or licensed by Akademos or VitalSource Technologies, LLC (collectively, "IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Technology or IP Rights are granted to Client, and all such licenses and rights are hereby expressly reserved. Client shall not (i) modify, copy, or create derivative works based on the Technology or IP Rights, or (ii) disassemble, reverse engineer, or decompile the Services or Technology, or access the Services to build a competitive service or to demonstrate the Services to competitors of Akademos. The foregoing includes any work performed pursuant to Subsection 2(a) above.

(b) Related Purposes. Client authorizes Akademos to use any of Client Data transmitted to Akademos and to share any such Client Data with third parties solely to provide the Services to Client and for the following purposes, (i) to monitor and improve the Services, (ii) to develop new services and solutions for Client and others, (iii) to confirm payment obligations to third-parties, (iv) to prevent or address technical problems in connection with the delivery of the Services, (v) investigate and address fraudulent, abusive or unlawful use of the Services or User behavior, (vi) address customer support issues related to the Services, (vii) to the extent legally required or in response to governmental investigations, (viii) to mitigate and address security risk, and (ix) as otherwise set forth in Akademos privacy policies. Client is responsible for the accuracy, quality, integrity, appropriateness, legality and reliability of all Client Data and pricing information it provides to Akademos or otherwise inputs into the Akademos Platform. Akademos may use, reproduce, and disclose any Client Data and Student Data that is anonymized, de-identified, or is otherwise not reasonably associated or linked to any User for product improvement, development, and any other purposes consistent with Akademos privacy policies.

7. Confidentiality

(a) "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Service, the Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential

Information shall include any and all information (regardless of format) that relates to identifying information of Client's students. Student Data is protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. For the purposes of FERPA, Akademos shall be considered to be a "school official" of Client and may transmit, share or disclose Student Data without a student's written consent to officials of Client who have a legitimate educational interest in the records. Akademos may not, however, independently collect information from Client's students via requests, offers, or advertisements associated with the Services. Confidential Information shall not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- ii. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- iii. was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; and
- iv. is received from a third party without breach of any obligation owed to the Disclosing Party.

(b) Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

(c) Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

(d) Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

(e) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

8. **Exclusivity**. For the Term of this Agreement, Client and its affiliates shall not take, whether directly or indirectly, any action to solicit, initiate, continue or engage in discussion or negotiations with, or enter into any agreement with, or encourage, respond, provide information to or commence due diligence with respect to, any person or entity concerning, relating to, or which is intended or is reasonably likely to give rise to or result in, any offer or proposal or indication of interest, whether in writing or oral, relating to any of the Services.

9. Representations and Warranties; Disclaimers

(a) Akademос. Akademос represents and warrants to Client that:

- i. it has the legal power to enter into this Agreement;
- ii. it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provisions thereof;
- iii. it shall not modify or disable the Services in such a manner that prohibits Users from using the Services; provided Client is not in material breach of this Agreement; and
- iv. it owns or otherwise has sufficient rights to the Services and Technology to grant the rights and licenses granted herein.

(b) Client. Client represents and warrants to Akademос that:

- i. it has the legal power to enter into this Agreement;
- ii. it owns or otherwise has sufficient rights to Client Data and Client IP;
- iii. Client Data and Client IP do not and shall not infringe any intellectual or proprietary rights of a third party or violate any right of privacy, publicity, or other right of any person;
- iv. as part of using the Services, each User is in compliance with the Terms and Conditions of Use found at www.vitalsource.com/support;
- v. Client Data does not and shall not violate any applicable laws or regulations; and
- vi. Client Data does not and shall not contain any viruses, Trojan horses, trap doors, worms, or any other malicious computer programming routines that may damage a computer system.

(c) Disclaimer. EXCEPT FOR THE WARRANTIES IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS PROVIDED BY AKADEMOS UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS-IS" BASIS, AND AKADEMOS DOES NOT WARRANT THAT THE SERVICES OR PRODUCTS PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE FOREGOING WARRANTIES IN THIS SECTION, AKADEMOS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND DATA ACCURACY.

10. Indemnification

(a) Akademос Indemnification. Akademос shall, at its own expense, defend, hold harmless and indemnify Client and its affiliates, and their officers, directors, employees and contractors, from any and all liabilities damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Liabilities") to the extent such Liabilities arise out of any third party claim that the Services as provided by Akademос hereunder,

infringes any patent, copyright, trademark, trade secret, moral or any other intellectual property rights of such third party. Akademos shall have no obligation with respect to any claims of infringement that arise from:

- i. modifications to the Services (other than by or on behalf of Akademos);
- ii. combinations of the Services with other software or products not provided by Akademos;
- iii. any modifications to the Services made at Client's request;
- iv. any unauthorized use of the Services by Client or otherwise under Client's account;
- v. claims based upon the combination, operation, or use of the Services with services or products not furnished by Akademos, when such combination is a part of any allegedly infringing process;
or
- vi. claims based upon Client Data or Client IP.

If Client's continued use of the Services is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third-party rights for which Akademos is responsible to indemnify, Akademos shall, at Client's option and at no charge to Client, and as Client's sole and exclusive remedy:

- i. secure for Client the right to continue using the Services as allowed under this Agreement;
- ii. modify or replace the infringing components of the Services so that they are non-infringing with no loss or degradation of features, functionality, or performance; or
- iii. refund to Client all amounts paid by Client to Akademos for the Services.

11. Limitation Of Liability

(a) EXCEPT FOR THEIR RESPECTIVE OBLIGATIONS UNDER SECTIONS 7 AND 9, THE TOTAL LIABILITY OF EACH PARTY FOR ANY DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY AND/OR OTHERWISE) SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO AKADEMOS HEREUNDER FOR THE ONE (1) YEAR PERIOD PRIOR TO THE ACT GIVING RISE TO THE LIABILITY.

(b) EXCEPT FOR THEIR RESPECTIVE OBLIGATIONS UNDER SECTIONS 7 AND 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUES, BUSINESS, USE, DATA OR OTHER INTANGIBLES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF AKADEMOS OR CLIENT HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

(c) Limitation of Action. Except for actions for non-payment or breach of either Party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two (2) years after the cause of action has accrued.

12. Term And Termination

- (a) Term of Agreement. The term of this Agreement shall begin on the Effective Date and continue for five (5) years (the "Initial Term"). After the Initial Term, this Agreement will renew for additional one (1) year terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term") upon mutual agreement by both parties, unless either Party notifies the other of its intent to terminate at least ninety (90) days prior to the expiration of the then current term.
- (b) Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- (c) Outstanding Fees. Termination shall not relieve Client of the obligation to pay any fees accrued or payable to Akademos prior to the effective date of termination.
- (d) Termination of Rights. Upon any expiration or termination of this Agreement, the rights and licenses granted to Client under Section 3 shall terminate, all rights to the Services will revert to Akademos and Client shall not make any further use or exploitation of the Services.
- (e) Survival. The Parties' respective rights, obligations, and duties under Sections 7, 10, and 11, as well as any rights, obligations, and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

13. Miscellaneous

- (a) Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- (b) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that neither Party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the consent of the other Party, except that either Party may, without the consent of the other Party, assign or transfer this Agreement in whole or in part to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of the business unit conducting the business of such Party.
- (c) Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- (d) Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Akademos in any respect whatsoever.

(e) Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

(f) Governing Law and Venue. This Agreement shall be governed exclusively by the internal laws of the State of Virginia, without regard to its conflicts of laws rules.

(g) Entire Agreement. This Agreement, including all exhibits hereto and all Order Forms executed hereunder, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit hereto, or Order Form executed hereunder, the terms of such exhibit or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

(h) Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

EXHIBIT A
Student Choice Program

Client, if indicated on any Order Form, desires to obtain a license to access the Akademos Student Choice Program, in order to administer a Student Choice Program for its Users, subject to the terms and conditions contained herein. For students who opt-out of the CA Adoptions in Exhibit B or the Total Access Program in Exhibit C, this Exhibit A shall apply. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

1. Definitions

- (a) SC Adoptions: means Course Materials designated by Client to be purchased by Users using the Student Choice Program.
- (b) SC Commission Payments: means fees paid from Akademos to Client after sales of SC Course Materials.
- (c) SC Course Materials: means the SC Adoptions procured by Akademos and delivered to the Users prior to or on the Start Date.
- (d) Estimated Enrollments: means a forecast of the number of students in each course, on a course-by-course basis, prepared by Client, based on historical enrollment data.
- (e) Locked Date: means ninety (90) days prior to the Start Date.
- (f) Start Date: means the date at which a term begins.

2. Akademos Obligations

- (a) If indicated on the Order Form, Akademos shall design, produce, and operate a Branded Interface, which shall:
 - i. provide Users with the ability to purchase SC Course Materials;
 - ii. provide access to Akademos' extensive suite of other course materials;
 - iii. use Client IP for co-branding purposes; and
 - iv. permit Client to add and modify SC Adoptions.
- (b) Akademos shall process all orders, returns, and refunds received from each User in accordance with the terms of the Branded Interface, and shall be responsible for maintaining commercially reasonable customer service capabilities. If there is a conflict between this Agreement and the terms of the Branded Interface, this Agreement shall control.

3. Client Obligations

- (a) Client shall furnish to Akademos all necessary data and materials regarding SC Adoptions including Estimated Enrollments, no later than the Locked Date. For the avoidance of doubt, Client acknowledges that Akademos shall procure SC Course Materials on Client's behalf solely based on Estimated Enrollments.

(b) Client may modify SC Adoptions only until the Locked Date and Client shall promptly communicate to Akademos any changes to its courses add/drop policies and any returns and refunds policies that are applicable to the courses.

(c) To ensure students have access to all necessary materials, Client shall actively assist in the adoption collection process, ensuring that at least seventy-five percent (75%) of total SC Adoptions are secured before the Locked Date. Client shall assign and maintain a named and empowered point of contact responsible for engaging non-responsive faculty and establishing and enforcing policies that mandate timely adoption submissions.

(d) Akademos shall not be responsible for the unavailability of SC Course Materials on the Start Date due to Client's inability to provide such SC Adoptions information or changes in Course Materials in a timely manner. In addition, Client shall be responsible for custom, non-returnable SC Course Materials costs incurred by Akademos due to changes in SC Adoptions, cancellation of courses subsequent to the initial SC Adoptions, or termination of this Agreement.

4. Voucher Processing

(a) Akademos may allow Users to pay for SC Course Materials using vouchers or credits, which shall:

- i. be restricted to SC Course Materials purchases made by Users on the Branded Interface and shall not be available for use on any other site or interface offering course materials; and
- ii. require Client to be fully responsible for payment of the vouchers and credits.

(b) Akademos shall invoice Client on a monthly basis for all vouchers and credits, and such invoices shall be paid within thirty (30) days of receipt thereof. Client hereby represents and warrants that it shall not issue vouchers or credits to any User for the purpose of making purchases on the Branded Interface if the vouchers or credits are not forecasted to be paid by Client to Akademos.

5. Commission Payments

(a) Akademos shall pay to Client the SC Commission Payments as specified in the Order Form by August 31st, for the January to June sales period, and by February 28th, for the July to December sales period during the Term. Upon request by Client, Akademos shall provide an accounting for the calculation of the most recent SC Commission Payments, and if Client identifies any errors, Akademos shall correct such errors and issue additional payment to Client.

(b) If Client is not current on its payment of outstanding invoices from Akademos, SC Commission Payments shall be deferred until such time as Client's invoices from Akademos are on a current status. Upon termination of this Agreement, final SC Commission Payments shall be deferred three (3) additional months to allow adequate time for complete processing of Course Materials returns.

(c) Client authorizes Akademos to deposit all SC Commission Payments via ACH; and Client shall provide the following information: (i) name of financial institution, (ii) account number, (iii) routing number, and (iv) address, city, state, zip code.

EXHIBIT B
Course Access Program

Client, if indicated on any Order Form, desires to obtain a license to access the Course Access Program, in order to administer a Course Access Program for its Users, subject to the terms and conditions contained herein. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

1. Definitions

- (a) CA Adoptions: means Course Materials designated by Client to be used in the Course Access Program.
- (b) CA Commission Payment: means fees paid from Akademos to Client for sales of CA Course Materials.
- (c) CA Course Materials: means the CA Adoptions procured by Akademos and delivered to the Users prior to or on the Start Date.
- (d) CA Course Material Price: means the price of each CA Course Material.

2. Akademos Obligations

- (a) Akademos shall design, produce, and operate a Branded Interface, which shall:
 - i. permit Client's faculty, administrators, or managers to designate and modify CA Adoptions;
 - ii. allow Users to view CA Adoptions;
 - iii. if applicable, provide Users with the ability to opt-out of CA Adoptions; and
 - iv. use Client IP for co-branding purposes.

3. Client Obligations

- (a) Client shall furnish to Akademos all necessary data and materials regarding CA Adoptions including Estimated Enrollments, no later than the Locked Date. Client acknowledges that Akademos shall procure CA Course Materials on Client's behalf solely based on Estimated Enrollments. Akademos shall not be responsible for the unavailability of CA Course Materials on the Start Date due to Client's inability to provide such CA Adoptions information or changes in CA Course Materials in a timely manner.

- 4. Invoicing.** Client shall be invoiced for all CA Course Materials at CA Course Materials Prices, and Client shall pay such invoices within thirty (30) days of each invoice date.

5. Commission Payments

- (a) Akademos shall pay Client the CA Commission Payments as specified in the Order Form by August 31st, for the January to June sales period, and by February 28th, for the July to December sales period. Upon

reasonable request by Client, Akademos shall provide an accounting for the calculation of the most recent CA Commission Payments, and if any errors are identified, Akademos shall issue additional payments to Client.

(b) If Client is not current on its payment of outstanding invoices from Akademos, CA Commission Payments shall be deferred until such time as Client's invoices from Akademos are on a current status.

(c) Client authorizes Akademos to deposit all CA Commission Payments via ACH; and Client shall provide the following information: (i) name of financial institution, (ii) account number, (iii) routing number, and (iv) address, city, state, zip code.

EXHIBIT C

Total Access Program

Client, if indicated on any Order Form, desires to obtain a license to access the Total Access Program, in order to administer a Total Access Program for its Users, subject to the terms and conditions contained herein. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

1. Definitions

- (a) Attempted Credit Hours: means the total amount of credit hours to be attempted for a given term under the Total Access Program after the applicable census (add/drop) date as established in accordance with Client policies.
- (b) Estimated Credit Hours: means the estimated amount of credit hours to be attempted for a given term under the Total Access Program before the applicable census (add/drop) date, and is based on historical enrollments.
- (c) Estimated TA Costs: means a projected forecast encompassing Material Costs, prepared by Akademos, to procure and deliver TA Course Materials.
- (d) Material Costs: means the actual cost of TA Course Materials which includes shipping, handling, and logistics costs incurred by Akademos in procuring and delivering the TA Course Materials to Users.
- (e) TA Adoptions: means Course Materials designated by Client to be used by Users in the Total Access Program.
- (f) TA Course Materials: means the TA Adoptions to be procured by Akademos and delivered to the Users prior to the Start Date.
- (g) TA Courses: means all undergraduate programs of Client.

2. Akademos Obligations

- (a) For TA Courses, Akademos shall design, produce, and operate a Branded Interface, which shall:
 - i. allow Users to view TA Adoptions;
 - ii. provide the Users with the ability to opt-out of the Total Access Program on a term basis;
 - iii. use Client IP for co-branding purposes; and
 - iv. permit Client's faculty, administrators, or managers to modify and designate TA Adoptions.

3. Akademos Obligations

- (a) Akademos shall purchase or reserve sufficient TA Course Materials, if available, to ensure that all students receive the TA Course Materials by the Start Dates. As part of this process, Akademos may purchase a quantity of TA Course Materials in excess of the Estimated Credit Hours, to account for fluctuations that may

occur. Akademos shall not be responsible for any late shipments resulting from any modifications to TA Adoptions after the Locked Date.

(b) Any excess TA Course Materials purchased by Akademos shall be the property of Client, and Akademos will provide an inventory report to Client upon request and at regular intervals. Any excess inventory that is not disposed of within twelve (12) months shall be returned to Client at cost, including shipping, storage, and handling fees incurred by Akademos. Notwithstanding the foregoing, Akademos shall use commercially reasonable efforts to return any excess inventory to the associated publisher or seller, or, with Client's permission, attempt to sell such excess inventory to other customers. Upon termination of the Agreement, Akademos shall deliver to Client, or to an agent Client has identified to accept delivery, any undelivered TA Course Materials.

(c) Client shall be responsible for custom, non-returnable TA Course Materials costs incurred by Akademos due to changes in TA Adoptions, cancellation of TA Courses subsequent to the TA Adoptions, or termination of this Agreement.

4. Client Obligations

(a) Client shall furnish to Akademos all necessary data and materials regarding TA Adoptions including Estimated Enrollments, no later than the Locked Date. For the avoidance of doubt, Client acknowledges that Akademos shall procure TA Course Materials on Client's behalf solely based on Estimated Enrollments.

(b) Client may modify TA Adoptions only until the Locked Date and Client shall promptly communicate to Akademos any changes to its TA Courses add/drop policies and any returns and refunds policies that are applicable to the TA Courses.

(c) To ensure students have access to all necessary materials, Client shall actively assist in the adoption collection process, ensuring that at least seventy-five percent (75%) of total TA Adoptions are secured before the Locked Date. Client shall assign and maintain a named and empowered point of contact responsible for engaging non-responsive faculty and establishing and enforcing policies that mandate timely adoption submissions.

5. TA Services Fee

(a) For each year of the Agreement, Client shall pay Akademos a Service Fee as indicated in the Order Form, which is based on the Attempted Credit Hours multiplied by the per credit hour service fee listed below. The actual Service Fee will vary based on actual Attempted Credit Hours in each term and the percentage of digital TA Course Materials compared to physical TA Course Materials delivered to students. Client acknowledges and agrees that the Service Fee shall be adjusted from time to time in accordance with the addition of academic programs. Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter during the Term, the then-current Service Fee shall automatically increase by three percent (3%), unless otherwise agreed to in writing by the Parties.

- i. If Client's digital TA Course Materials delivered are less than eighty percent (80%) of total TA Course Material units delivered (meaning digital TA Course Materials plus physical TA Course

Materials) in any academic term (as calculated by Akademos), the per credit hour service fee shall be \$[TBD].

- ii. If Client's digital TA Course Materials delivered are greater than or equal to eighty percent (80%) and less than ninety percent (90%) of total TA Course Material units delivered in any academic term (as calculated by Akademos), the per credit hour service fee shall be \$[TBD].
- iii. If Client's digital TA Course Materials delivered are greater than or equal to ninety percent (90%) of total TA Course Material units delivered in any academic term (as calculated by Akademos), the per credit hour service fee shall be \$[TBD].

(b) Akademos shall invoice the Service Fee thirty (30) days after each Start Date. For clarity, if three (3) Start Dates encompass a full academic year, Akademos will issue three (3) separate invoices, the total of such invoices collectively constituting the Service Fee set forth on the Order Form. The invoices are payable by Client to Akademos within thirty (30) days of receipt.

6. Invoicing

(a) Within fifteen (15) days after the Locked Date, Akademos shall deliver to Client the Estimated TA Costs. Client shall be responsible for any differences between Estimated TA Costs and Material Costs resulting from changes made by Client after the Locked Date. Should Client fail to pay invoices as indicated below, Akademos reserves the right to withhold delivery of TA Course Materials. If Client fails to pay invoices after ninety (90) days, Akademos reserves the right to reclaim any TA Course Materials that are owned by Client up to the amounts owed to Akademos.

(b) Akademos will invoice Client as follows:

- i. Physical TA Course Materials:
 - a. First Invoice - Eighty percent (80%) of the Estimated TA Costs invoiced to Client sixty (60) days prior to the Start Date;
 - b. Second Invoice - Twenty percent (20%) of the Estimated TA Costs invoiced to Client at the Start Date;
 - c. Third Invoice - Any remaining balances due to Akademos or credit due to Client shall be made within (30) days after the Start Date and will reflect any differences between the actual Material Costs incurred by Akademos and the First Invoice and Second Invoice. This invoicing schedule does not relieve Client's obligations to pay other outstanding invoices as outlined in this Agreement.
- ii. Non-Physical TA Course Materials: Will be invoiced thirty days (30) after the first day of each Start Date.
- iii. Should additional activity occur subsequent to the Third Invoice, Akademos shall provide additional invoices. Payments for all invoices will be due thirty (30) days from the invoice date.

(c) Handling, Logistics, and Shipping Fees on Physical Course Material

- i. Handling and warehousing charges shall be assessed in the amount of [TBD] (\$[TBD]) per shipped physical TA Course Material unit, unless the physical TA Course Material unit is in local inventory. Any physical TA Adoptions submitted to Akademos less than sixty (60) days prior to the start date of the academic term is subject to an additional fee of [TBD] (\$[TBD]) per shipped physical TA Course Material unit.
- ii. Shipping charges for inbound and outbound physical TA Course Material units shall be assessed as the actual cost of shipping incurred by Akademos and is based on the information received from the shipping source. Inbound shipping charges shall be applied to all physical TA Course Material units received by Akademos and outbound shipping charges shall be applied to all physical TA Course Material units shipping to Client's bookstore, direct-to-student, or drop-shipped from publishers. If Akademos incurs a shipping charge but does not receive shipping information from the shipping source, an estimated charge shall be charged based on market conditions.
- iii. All handling, warehousing, and shipping fees and charges shall be invoiced pursuant to Subsection 6(b)(i).
- iv. Akademos reserves the right to revise the fees, charges, and estimates in this Subsection 6(c) with ninety (90) days written notice to Client.

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this 10th day of August 2026 by and between the University of Mary Washington (“the University”) and Akademos, LLC (“Supplier”).

TERM

The term of this Publicly Accessible Contract (“PAC”) shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, UCPUMW 25-1828 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Supplier will:
 - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
 - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
 - C. Fully support this marketing relationship by promoting the availability of the Third-Party Access to non-Consortium entities; and
 - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.
- II. The University will ensure the Consortium:
 - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
 - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.
- III. Payment

- A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

- B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

Note 'PAC payment' on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

University of Mary Washington
Melva Kishpaugh, Director of Procurement Services
procure@umw.edu
540-654-1084
1301 College Avenue
Fredericksburg, VA 22401

If to Supplier:

Akademos, LLC
Jaye Lynn Bergers, Sales/Account Development Executive

jayelynn.bergers@vitalsource.com

616-460-0712

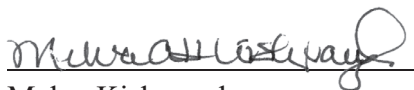
227 Fayetteville Street, Suite 400

Raleigh, NC 27601

ACCEPTANCE

University of Mary Washington

Akademios, LLC



Melva Kishpaugh

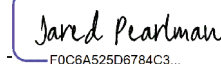
Director of Procurement Services

August 21, 2026

Date

Agreement #: UCPUMW 25-1828

Signed by:



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Jared Pearlman, Chief

Strategy Officer

Jaye Lynn Bergers

Sales/Account Development Executive

8/11/2026

Date



Virtual Course Materials Store

May 29, 2026

Submitted to:

Lindsay Fare
Contract Officer
lfare@umw.edu
540.654.1057

Submitted by:

Fernando Cuevas
Account Development Executive
Fernando.Cuevas@VitalSource.com
904.657.7293

AKADÉMOS
by VitalSource

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The entirety of this document includes Akademos confidential and proprietary information and should not be shared with any person or entity outside the relationship. To the extent that University of Mary Washington and/or its affiliates are required to share any information in this document in accordance with legal duties, the University of Mary Washington will provide adequate notice to Akademos and an opportunity for Akademos to redact certain financial and confidential information from the document. This document is not a contract and all final terms and conditions between the institution and Akademos will be governed by the master services agreement between the parties.

Partnership, Flexibility, and Alignment

**Unmatched
Publisher
Network**

**Most
Affordable
Access
Programs**

**Innovating
What Comes
Next**

**Insights You
Can't Get
Anywhere
Else**

For more than 30 years we have led institutionally governed course materials programs designed to reduce cost, limit fragmentation, and deliver reliable day-one access at scale. Founded in 1994, our platform anticipated the shift toward digital delivery and has helped colleges and universities move from course-by-course purchasing to coordinated strategies that respect faculty governance while improving affordability and operational consistency. This experience aligns directly with UMW's goal to modernize course materials delivery without disrupting established academic practices.

This work is supported by a stable ownership structure and a long-term investment outlook. As part of the Francisco Partners portfolio, operating with the financial discipline and operational maturity required to support multi-year partnerships, reduce transition risk, and sustain consistent service through periods of change.

Today, our platform supports more than 60% of all higher education digital course materials worldwide, alongside print delivery. Broad publisher relationships preserve academic freedom, while centralized infrastructure supports the consistent execution, reporting, and oversight UMW requires as its course materials strategy evolves.

Data informed by more than 20 million learners annually provides UMW with visibility into adoption, access, and usage patterns across academic terms. These insights support responsible cost management, transparent decision-making, and measurable progress toward UMW's affordability and student readiness goals.

Over the past five years we have continued to expand our technology and analytics capabilities to support day-one access models at institutional scale. This experience directly supports UMW's phased approach, enabling UMW to evaluate outcomes, manage risk, and align future program decisions with long-term institutional priorities.

Sample Partnership Institutions

We partner with institutions across the country, including many in Virginia, to provide affordable and accessible course materials tailored to each school’s unique needs. Our deep understanding of the Virginia higher education landscape enables us to deliver solutions that support student success, streamline faculty adoption, and integrate seamlessly with campus systems.

Institution	Contract Commencement	FTE
Lone Star College System	2023	68,415
University of Wisconsin Madison	2018	46,063
Valencia College	2022	43,599
North Carolina State University	2018	33,925
University of Tennessee Knoxville	2018	29,269
Colorado State University	2018	28,395
Cornell University	2019	25,404
California State Polytechnic University Pomona	2019	24,485
University of Virginia	2018	24,298
Fort Hays State University	2018	15,100
Central Michigan University	2018	12,332
University of Colorado at Colorado Springs	2023	9,196
Ferris State University	2021	8,372
Rowan-Cabarrus Community College	2018	3,450
Wingate College	2018	3,182
Seattle Pacific University	2023	2,828
University of Lynchburg	2024	2,328
Roanoke College	2023	1,801
Virginia Wesleyan University	2024	1,408
Rappahannock Community College	2023	1,338
Virginia Highlands Community College	2023	1,166

The Bookstore of the Future at Rochester Institute of Technology

- ✓ **Seamless** campus and online store integration
- ✓ **Decreased** costs for students
- ✓ **Improved** customer support
- ✓ **Increased** faculty engagement
- ✓ **Increased** adoption rates
- ✓ **Increased** availability of preferred digital materials

RIT | Rochester Institute of Technology

For more information,
[watch the case study video](#)

get.vitalsource.com

The Rochester Institute of Technology (RIT) embarked on a mission to transform its campus bookstore experience. Led by Milagros Concepcion, Associate Vice President, Controller, and Assistant Treasurer, and in partnership with Akademos (now part of VitalSource), the initiative aimed to separate course materials from branded merchandise, focusing on affordability and leveraging technology to enhance the student experience.

The Vision: The “Bookstore of the Future” project aimed to address declining adoption rates and boost student preparedness. By separating course materials from merchandise, RIT could provide students affordable course materials while increasing profits. This technology-forward approach aligned with RIT’s reputation and met students’ evolving needs.

The Journey: Milagros initiated the project with research and stakeholder engagement, conducting surveys with faculty and students to gather insights into their needs and preferences. The results highlighted the importance of a tech-driven solution, which led to the selection of a new provider. The project faced a tight timeline requiring swift action and efficient planning. Faculty engagement was crucial, with the faculty senate’s involvement throughout the RFP process ensuring their support and fostering a collaborative environment.

The Outcome: The new online store seamlessly integrated with the on-campus store, enhancing service and transparency. RIT moved its merch store back to the heart of campus, improving accessibility and engagement. Course material costs decreased while adoption rates rose. Students gained a modern, efficient solution aligned with their digital preferences, highlighting the need for continuous innovation and adaptation in higher ed.

The positive outcomes and continued focus on innovation highlight RIT’s dedication to student success and its ability to adapt to changing educational demands. They demonstrate the value of embracing change and leveraging technology to drive meaningful improvements in the academic experience.



“Change continues to happen. This industry continues to evolve. The needs of our students continue to evolve, and we need to be willing and open to change.” – Milagros Concepcion, Associate Vice President, Controller, and Assistant Treasurer

The Bookstore of the Future at Lone Star College

Innovation Through Specialization

A large community college system serving more than 97,000 students required an Equitable Access model that could support scale, affordability, and operational clarity.

The program delivers all required digital and physical course materials by the first day of class. This outcome demonstrates our capacity to support complex, multi campus environments while maintaining institutional control, predictable performance, and a consistent student experience.

Unified Student Experience

Students now access their course materials online through a dedicated course material experience and receive in-person support for general merchandise at fully staffed campus stores. Financial aid can be used across both platforms. We deliver data and reporting to the college, helping leadership monitor trends and make informed decisions. The result is a scalable, student-first campus store model with aligned operations and clearly defined responsibilities.

Results at Scale

92%
Student
participation
in the program

Faculty
adoptions
reached
98%
completion

88%
Digital delivery,
supporting more
than 120,000 digital
units per term

STAR
BOOK BUNDLE **START TERM WITH ACADEMIC READINESS**

- **Guaranteed Access**
- **Convenience**
- **Academic Success**
- **Cost Saving**

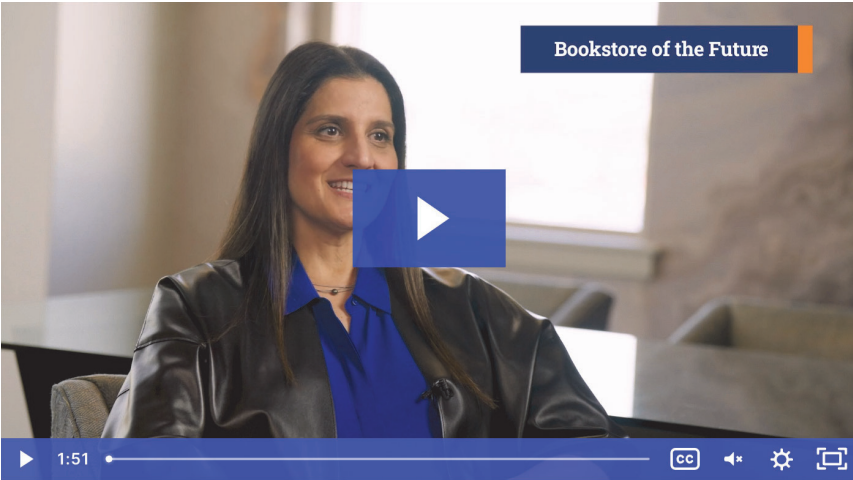
SCAN TO LEARN MORE!



Course Materials

Our proposed platform delivers a Traditional Retail Student Choice model as the primary approach, while also providing the flexibility to explore Inclusive Access (IA) or Equitable Access (EA), if desired by UMW. This allows UMW to maintain stability, preserve existing faculty workflows, and evaluate additional models over time based on results and institutional goals. Across all models, required course materials are available to students on or before the first day of class, with a consistent and streamlined experience that reduces confusion and administrative burden.

Traditional Retail	Inclusive Access	Equitable Access
<i>Students use the virtual store for convenient course material purchases</i>	<i>Digital course materials and courseware automatically delivered to participating students before day one of class</i>	<i>All digital and physical course materials are automatically distributed to students prior to the start of classes</i>
- Fully integrated UMW branded website. - Course materials available in all formats. - Real time price comparison and buyback options. - Multiple payment types supported. - Digital materials available immediately in Bookshelf. - Physical course materials shipped to the student's preferred address	- Digital materials at discounted pricing. - Available for individual courses, departments, programs, or campus wide. - Opt out functionality available. - Charges applied to the bursar account or tuition. - Course materials delivered by the first day of class. - Fully managed billing process	- Flat per student or per credit hour charge - UMW sets the student rate. - Faculty maintain academic freedom. - Opt out option available. - Course materials delivered before the first day of class. - Fully managed program administration.
* Flex Access supports broader EA participation with the ability for students to move between IA and Traditional Retail.		



[Redefining the bookstore for a modern campus.](#)
[This short video highlights how a virtual course materials store supports affordability, student readiness, and data-informed decision making while preserving the role of the physical bookstore as a center of community and identity.](#)

Course Materials Pricing

No implementation, onboarding, or transition fees are charged for course materials delivery through the virtual store.

Pricing Structure

Three models are available — Traditional Retail with revenue share, Day One programs with a per-student course materials fee, and hybrid models that combine per-student pricing with revenue share on non-program sales. The model selected determines how pricing is structured for UMW each term.

Digital materials follow Digital List Price with **no retail transaction** fees. Pricing is informed by national market benchmarking, direct publisher agreements, and continuous monitoring across multiple distribution channels. Print materials are sourced through a national supplier network at market-reflective pricing. Students see format-specific pricing at the point of purchase with no hidden markups

Student Format Options

Digital and Courseware

The largest digital catalog in the industry. 2.3 million+ eBook titles sourced directly from 3,500+ publisher agreements.

Direct publisher relationships produce the most competitive digital pricing available. Single sign-on, 24-hour access on any device through Bookshelf, used by 20 million+ learners globally.

OER

30,000+ vetted open educational resources including leading OpenStax titles, curated and integrated directly into the adoption workflow. Library-licensed content and zero-cost materials available in Bookshelf with the same reading experience as premium publisher content.

Rental

250,000+ titles available for rent, with significant savings versus new purchases. Rentals support financial aid and include free return shipping.

Marketplace

18 million+ unique titles and 100 million+ used books from independent sellers and wholesalers, compared side by side with publisher pricing. The scale of the marketplace network produces used book availability and pricing that self-operated stores cannot replicate independently.

New and Used Print

Sourced through a national distribution network with pricing reflective of current market conditions. Competitive pricing, clear delivery options, no hidden markups.

STUDENT PARTICIPATION MATTERS

Increased student participation supports lower course material costs.

TRADITIONAL RETAIL

- Affordable with limited student participation
- Student retail price at Digital List Price
- 30%–35% student participation



INCLUSIVE ACCESS

- Increased student savings
- Up to 25% off Digital List Price
- 40%–60% student participation

EQUITABLE ACCESS

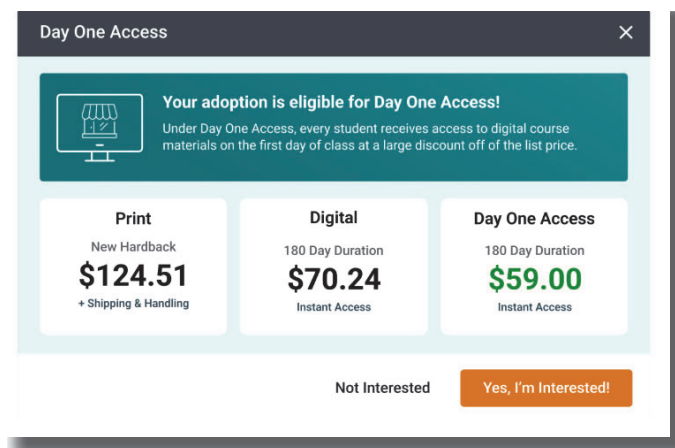
- Lowest cost with highest student participation
- Up to 40% off Digital List Price
- 85%–95% student participation



Inclusive Access (IA)

The decision a student should never face is whether to buy the textbook or cover something else. Inclusive Access removes it.

Every enrolled student receives required digital materials on day one at 25 to 40% below Digital List Price, delivered through Canvas. Faculty opt a course in during adoption. Students opt out before the institutional census date with one click. Billing posts to the student account at the discounted rate.



[Video: Walk through the Inclusive Access program](#)

Publisher agreements renew each term and cover catalogs across disciplines. Real-time integration with Banner and Canvas handles enrollment, delivery, and billing without manual intervention.

IA Process

1. Faculty add a course into IA during the adoption submission — one course at a time.
2. Students receive a welcome communication with program details and opt-out deadline before the term opens.
3. Digital materials are delivered through Canvas on day one.
4. Students can opt out or opt back in at any time before the deadline. Each item clearly displays pricing and program inclusion. Changes reflect in real time so students see immediately how opting out affects their total cost.
5. Students who remain opted in are billed through their student account at the discounted IA rate.

IA Program Details

Faculty

Academic freedom is protected. IA is one option among many, adopted course by course when faculty choose it. Faculty see sampling, side-by-side format comparisons, and cost-impact data at the point of selection, then see their own course engagement data after the first IA term.

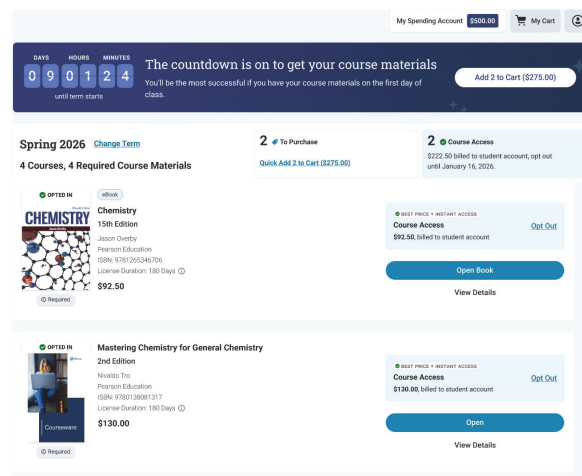
Faculty Marketing

- Presentations at faculty meetings, development days, and departmental sessions.
- Adoption timelines, updates, and deadline reminders shared via email, and the adoption portal.
- Sessions covering affordability options and available analytics tools.

Students

IA levels the playing field. Every student in a participating course starts the semester with what their faculty assigned — before the first session begins.

Digital course materials open in Bookshelf, available on any device, online and offline, with full study tools and Read Aloud accessibility. If a student drops before the add/drop deadline, the charge automatically reverses. Chat and email support runs 24/7 in English and Spanish.



How Grand Valley State University Delivers Affordable, Digital Access for Every Student

Impact by the Numbers

\$4.2M
in student savings

231,620
student enrollments

8,531
course sections

77%
of GVSU students
with at least one
SAVE course

93%+
student participation
since 2020

70+
participating
departments

Average course
material costs dropped
by **more than 39%**
from 2019 to 2024.

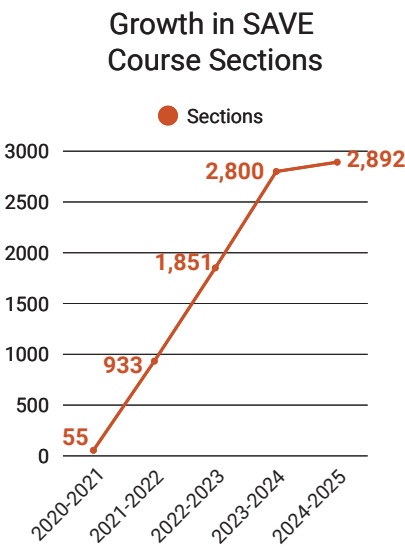
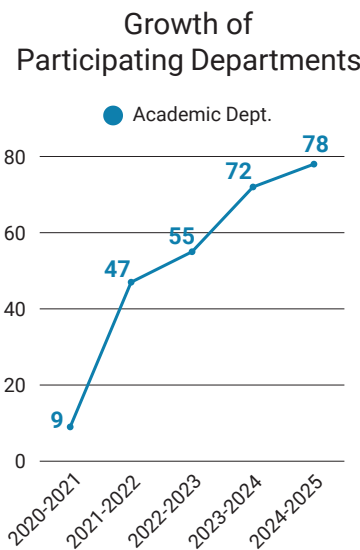
The Vision: At Grand Valley State University, the Laker Store saw more than rising course material costs. They saw a growing barrier that stood between students and their success. Instead of accepting the status quo, they partnered with instructors and administrators to imagine something bigger: a flexible, scalable model that could transform access across the entire campus.

Their goal was bold and clear: deliver a seamless, consistent digital experience for every student and every instructor. To bring that vision to life, the Laker Store teamed up with VitalSource and combined campus insight with powerful technology and integrations. The result is **GVSU SAVE, a course-by-course access program** that ensures students have the materials they need from day one, affordable, reliable, and ready when they need them.



"We wanted to create something that worked for everyone: faculty, students, and the institution. GVSU SAVE gave us a single, consistent solution to do that."
— Tom Bevington, GVSU Laker Store

The Journey: GVSU SAVE began as a small pilot in 2020. Through transparent communication and faculty collaboration, participation grew steadily. Today, more than 70 departments use SAVE, representing every college on campus.



The Path to Equitable Access (EA)

EA delivers all required materials: digital, OER, rental, and print to every enrolled UMW student at a predictable flat rate per credit hour. Materials are in Canvas on day one. Faculty retain full academic freedom. UMW sets the student rate.

Strategic Revenue Control

EA replaces unpredictable retail cycles with a stable, recurring revenue stream. UMW sets the per-credit-hour rate charged to students, controls the commission structure, and determines program design. 100% of course material spend flows through the institution.

Data-Driven Visibility and Results

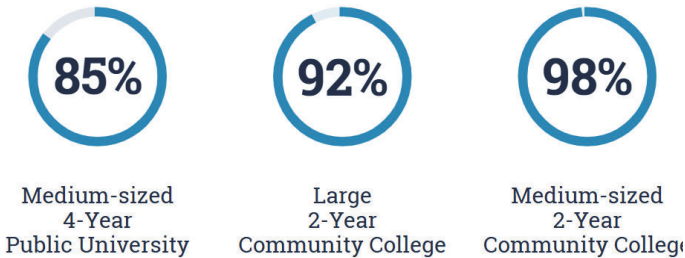
Data surfaces adoption gaps, engagement trends, and high-cost materials in real time. UMW monitors program effectiveness, demonstrates ROI, and acts before outcomes are affected. Leadership has a clear term-by-term view of academic and financial performance. Akademos analyzes results with UMW each term and guides decisions that drive stronger outcomes.

Cost Review Process That Strengthens EA Forecasting

Our forecasting process reviews multi-year data, confirmed adoptions, and enrollment trends each term to project course material needs and identify cost reduction opportunities:

Key Features:

- Produces cost projections that guide EA pricing decisions
- Flags high-cost or high-enrollment courses for early review
- Surfaces opportunities to shift high-cost print to lower-cost digital
- Models how adoption patterns affect margin and revenue for long-term planning
- Aligns forecasts with financial aid timelines to reduce billing corrections



Higher participation drives better publisher pricing, greater savings, and cleaner visibility into course materials spend across all degree programs.

Spring Semester 2026 Session 1 (01/12/26 - 03/03/26)					AKADĒMOS by VitalSource			
					Forecast Amount			
Physical - Materials					\$78,420.00			
Physical - Shipping Estimated					\$14,350.00			
Physical - Fulfillment Estimated					\$5,120.00			
Physical - Covered from Existing Inventory					-\$6,200.00			
Physical - Total					\$91,690.00			
Digital - Materials					\$96,880.00			
Grand Total to be Invoiced					\$188,570.00			

Term	Department	Course Name	Course Code	ISBN	Title	Condition	Returnability Status	Unit Material Cost
Spring 2026	Business Administration	Managerial Accounting	BUS122	9781265681364	Fundamental Managerial Accounting Concepts	Physical	Non-Returnable	\$147.74
Spring 2026	Science	Medical Terminology	BIO251	9781260017946	Medical Language for Modern Health Care	Physical	Non-Returnable	\$106.81
Spring 2026	Intercultural Study & Mod Lang	Spanish Intensive Lang	SPAN307	9781626162556	3rd Edtn Gramatica para Student Edtn	Physical	Non-Returnable	\$63.96
Spring 2026	Health & Human Performance	Measure & Eval in Huma	HHP494	9781492599586	Measurement and Evaluation in Human Perform	Physical	Non-Returnable	\$83.85

Analytics highlight courses using non-returnable physical items, giving UMW clear visibility into opportunities to transition to lower-cost digital formats.

Equitable Access Benefits to the UMW Community

EA provides a structured framework for delivering required course materials at a predictable, flat rate while maintaining institutional oversight and faculty autonomy. All required materials are delivered through the virtual store, with digital access available in Canvas on day one, supporting consistent access across courses.

Implementation Process and Requirements

Implementation follows a structured onboarding plan with dedicated project management and Customer Success support. Stakeholders across academic affairs, faculty, technology, financial aid, and student services participate in setup, which includes:

- Configuring Banner and Canvas integrations for enrollment, billing, and access.
- Establishing pricing rules, opt-out windows, and the communication plan.
- Verifying accessibility, data security, and compliance requirements.
- Creating personalized course and faculty pages showing course lists, delivery methods, and required materials.
- Testing digital access, add/drop automation, analytics dashboards, and student communications before launch.

STUDENTS	FACULTY
All materials in Canvas before day one Avg. \$25/credit hour - 38% savings vs. retail Personalized value sheet shows exact savings Opt-out with a single click before deadline No shopping, no wrong editions, no delays Offline access on any device via Bookshelf Charge drops automatically if course is dropped	Full academic freedom Every student prepared from week one Fewer access questions and admin friction Real-time engagement data in Canvas Course changes auto-managed by the platform Same adoption workflow
ACADEMIC AFFAIRS	FINANCE AND ADMINISTRATION
Day One access drives engagement from week one Prepared students - lower drop and fail rates Bookshelf study tools support retention Consistent experience across all departments Strengthens student success and completion data	2 to 4x more revenue vs. traditional retail 100% of course material spend flows through the institution Predictable, recurring revenue each term Eliminates rentals and returns - reduces workload Margin control and transparent pricing Real-time analytics and automated invoicing

How UCCS Built and Branded TAAP: A Student-Centered Course Materials Program

Impact by the Numbers

Since launching TAAP (**Textbook Affordability and Access Program**) in Fall 2022, UCCS has seen measurable gains in participation and affordability.

\$9.1M+
in estimated student savings
(through Fall 2025)

83%
average student participation per term

89%
of participating students cited convenience as one of their top reasons for staying in the program

The Vision: At the University of Colorado Colorado Springs (UCCS), access to course materials has always been about more than books. Since it serves a high percentage of first-generation, non-traditional, and military-affiliated students, the campus understands that convenience, affordability, and day-one readiness shape how students show up to class.



“We have a responsibility to our students to provide the course materials they need, and to do it in a way that actually works for them.”

— Paul Deniston, Director of Retail Services, UCCS

In recent years, UCCS explored multiple ways to make course materials more affordable and accessible. Shifting student expectations, accelerated digital adoption during COVID, and declining campus store margins soon made it clear that incremental change was no longer enough. With that clarity, UCCS set out to design **TAAP, the Textbook Affordability and Access Program**, a **Total Access** course materials program (also known as Equitable Access) that provides students with all required course materials at a single, predictable price.

Journey: TAAP was intentionally built as a campus-wide effort, with early alignment among academic leadership, faculty champions, and campus partners. Before the launch, a dedicated communications committee met weekly, faculty voices were incorporated early, and presentations to the Dean’s Council, student government, and campus leaders supported that shared alignment.

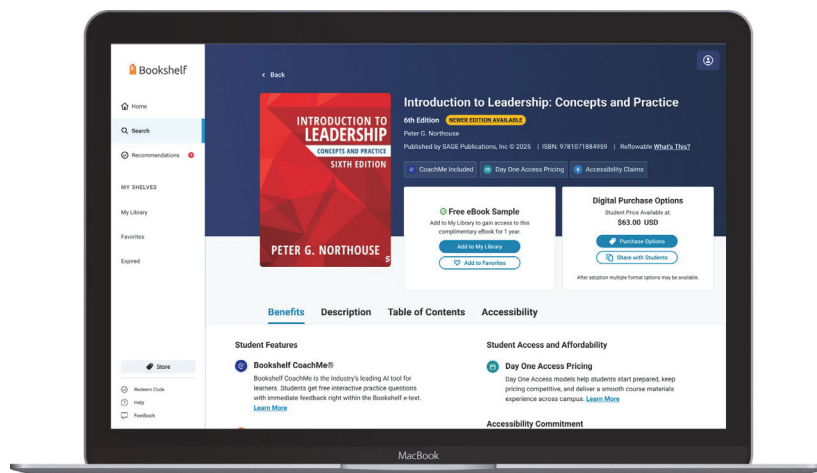
Communication quickly emerged as both a priority and a challenge. “Email fatigue was a big barrier for us, so we had to be creative in how we reached students,” notes Justine O’Neil, Director of Auxiliary Marketing. “We had to meet students where they already were, not just rely on email.” As a result, TAAP messaging appeared across digital signage, bus kiosks, student-created social content, the UCCS app, and existing student systems, including the learning management system (LMS). As Deniston notes, “Getting something about TAAP in our LMS was huge.”

Partnering With Faculty on New Course Material Formats and Models

Faculty adopt new formats when they see evidence those formats work for their students. The partner's job is to put that evidence in front of faculty at the right moment — not to run a marketing campaign.

Adoption Partnership with Faculty

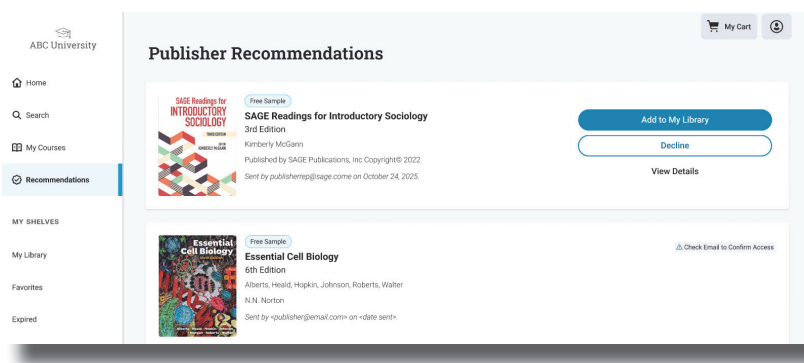
The Adoption Enablement team works directly with faculty and department coordinators throughout each adoption window. From a single **Search and Sample** interface, faculty search the full catalog, open a digital sample instantly with one click, and see IA availability, CoachMe support, accessibility indicators, and real-time pricing alongside each title — before they commit. Curated recommendations surface relevant titles, updated editions, and lower-cost alternatives at the moment the decision is being made. Live training sessions are offered each term. On-demand guides and video resources are available at any time.



[Click to view Search and Sample Experience](#)

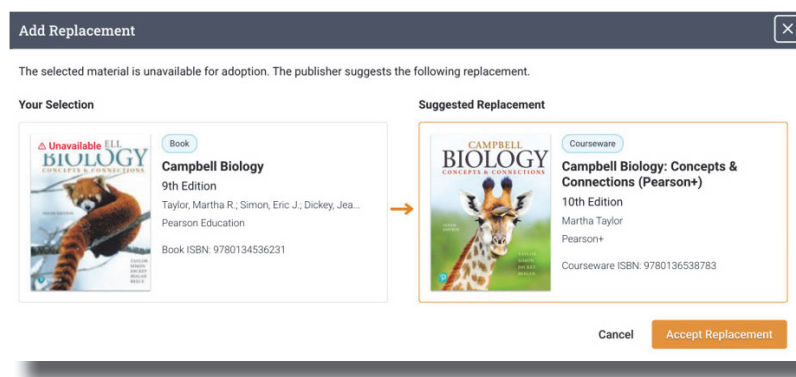
Our Partnership Role

Make the right choice the easiest choice. Bring cost impact data to the adoption decision. Surface lower-cost and zero-cost alternatives within the catalog. Show faculty their own engagement data after each term. Be present at every adoption cycle — not just at launch. When faculty raise a concern, it should reach the product team and come back as a platform change. The Coordinator Role exists because faculty at partner institutions asked for it.



Edition Management and Content Updates

When updated editions or alternative titles are available, the adoption workflow surfaces recommended replacements at the point of selection — so faculty see current options before they commit. When an adopted edition has a potential availability issue, the Adoptions team reaches out directly via email each week with a specific status — “Out of Print,” “New Edition,” or “Unavailable”, and provides alternatives. Departments have time to review and adjust before the store opens for student ordering.



Adoption Readiness Communication with UMW

Faculty and department coordinators receive a personalized email with a direct link to their assigned courses at the start of each adoption window. Assigned courses and sections are pre-populated.

Pre-Adoption Enablement and Training

The Adoption Enablement team provides targeted guidance aligned to UMW’s academic calendar – covering material selection, delivery model options, and submission timelines. Live training sessions, on-demand resources, and one-on-one outreach are available throughout the adoption cycle.

Pre-Term Planning and Alignment

Your Client Success Manager partners with UMW at the start of each term to confirm milestones, review timelines, and align on priorities. Proactive outreach covers adoption windows, course schedule confirmations, and store readiness. This early coordination ensures smooth cross-departmental alignment and positions faculty to begin submissions on time.

Adoption Timeline and Milestones

Faculty and departments receive targeted outreach tied to every key milestone – adoption opening, reminders, and submission deadlines – with completion tracked throughout the cycle, not just at the close. UMW is supported with a configurable adoption timeline template, customized with institution-specific dates and shared through established channels, giving faculty a clear and consistent view of expectations every term.

Active Adoption Monitoring and Outreach

During the adoption window, UMW receives progress updates, deadline reminders, and department-level reporting on outstanding submissions. Where gaps are identified, the Adoption Enablement team reaches out directly to resolve missing information and support completion before the store opens.

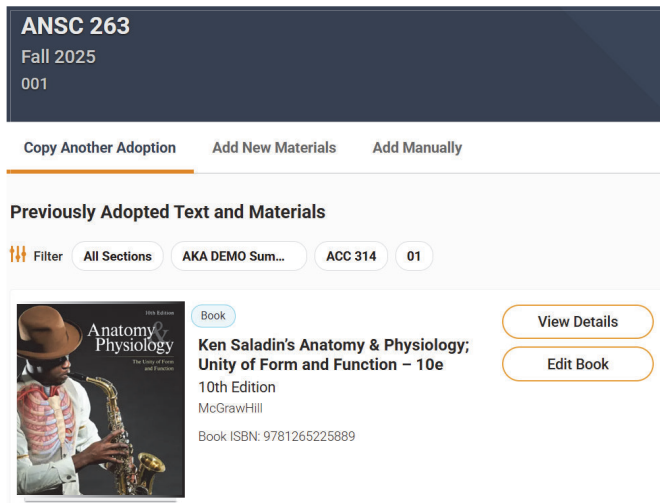
Performance Tracking and Escalation Support

Adoption completion is not monitored at the end of the window and is tracked continuously throughout. When completion rates fall below threshold, targeted outreach reaches the relevant departments and faculty ahead of the deadline. UMW receives department-level reporting throughout the adoption cycle so the account team and bookstore can intervene early rather than react late.

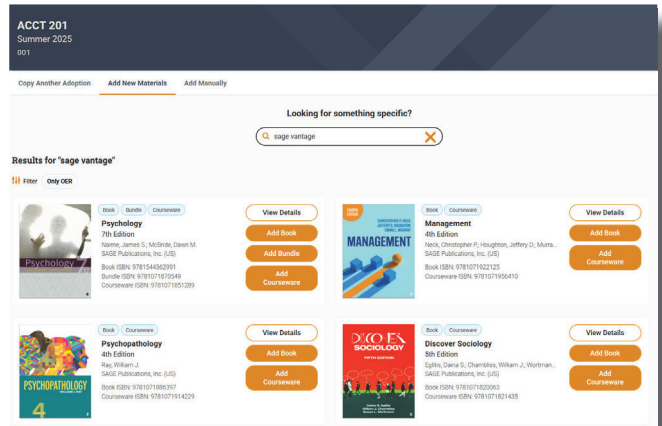
SAMPLE ADOPTION TIMELINE — LAKELAND UNIVERSITY		
FALL AUGUST - DECEMBER		
May / June	July	August
✓ Receive upcoming term data ✓ Adoption portal opens ✓ Initial reporting begins	✓ Active adoption period ✓ Adoptions due	✓ Faculty adoption confirmation ✓ Adoptions 80% complete ✓ Student storefront opens (6 wks prior to term)
* Specific dates confirmed with Lakeland University each term.		
SPRING JANUARY - MAY		
Oct / Nov	November	December
✓ Receive upcoming term data ✓ Adoption portal opens ✓ Initial reporting begins	✓ Active adoption period ✓ Adoptions due	✓ Faculty adoption confirmation ✓ Adoptions 80% complete ✓ Student storefront opens (6 wks prior to term)
* Specific dates confirmed with Lakeland University each term.		

Timeline reflects key milestones across both semesters as applicable.

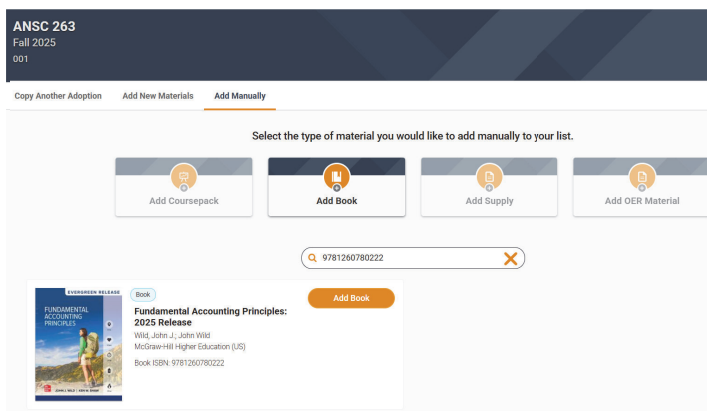
Course Material Adoption Process



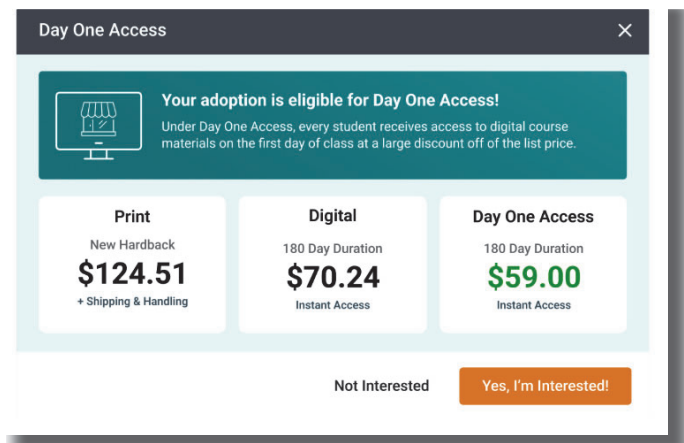
Quickly reuse previously adopted materials to save time and keep courses consistent across terms.



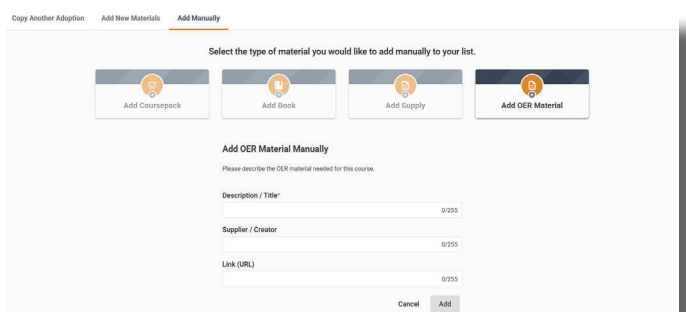
Faculty can easily search, select, and adopt course materials including books, courseware, or bundled options through the streamlined adoption platform.



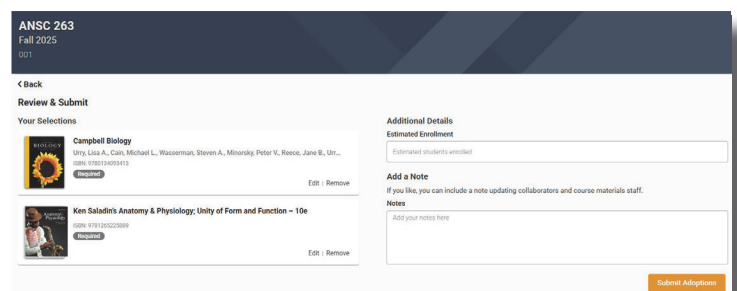
Add Manually preserves academic freedom by allowing faculty to include any required resource, ensuring a complete and accurate adoption record.



When faculty adopt materials, they may see an Inclusive Access (IA) Pricing Modal. This modal provides pricing options and highlights the benefits of the IA program.



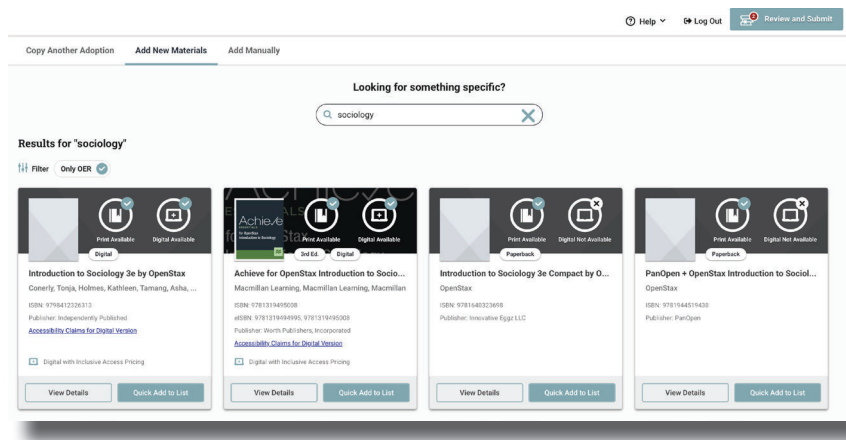
Search tools include filters for OER, allowing faculty and administrators to locate and assign zero-cost materials easily.



Review and Submit provides a final confirmation of selected materials, enrollment data, and faculty notes, supporting accuracy and clear communication before submission.

Open Educational Resources

OER is part of the same workflow faculty already use to adopt course materials. More than 30,000 vetted titles, including the OpenStax catalog, sit alongside paid options in the adoption workspace. Faculty find OER, evaluate it against publisher alternatives, see cost impact for students before committing, and adopt without leaving Canvas. Students access OER through the same login as every other course material.



The strategic effect is steady OER growth without forcing faculty to choose between affordability and the tools they rely on. Adoption rises when OER is the easiest path, not the most demanding one.

Library Collaboration and Data Sharing

Each term, the platform delivers faculty adoption data to the library in machine-readable format, including title, ISBN, publisher, format, and section-level metadata. Library-licensed content and OER surface directly inside the student's Day One program alongside required materials in Canvas.

Custom Publishing and Course Pack Services

Course packs are managed within the adoption platform alongside all other course materials.

Course Pack Development

Faculty retain full control over content selection and format. Course packs can be built from instructor-authored content, publisher materials, OER, or any combination, and delivered in print or digital format.

Copyright Clearance

All course pack requests are processed through LAD Publishing for production and copyright clearance. Third-party content is cleared through the Copyright Clearance Center, with permissions secured and royalties remitted before student purchase. Each approved course pack receives a unique ISBN or SKU with full permissions documentation.

Print production and distribution

For printed course packs, the production team provides a print-ready master file with custom cover and fully cleared content. Distribution routes through the campus copy center, the campus store, or direct-to-student shipping based on institutional preference.

Desk copies

Faculty request complimentary desk copies of publisher titles through the adoption platform. The account team facilitates the request directly with the publisher at no charge to the institution. Digital desk copy access is available for eligible titles through the Sampling Portal, allowing faculty to review content immediately without waiting for a physical copy.

Inventory Management and Fulfillment

Sourcing is built around three commitments: affordability, availability, and on-time delivery. Students receive required materials on or before the first day of class, in the format they choose, at the lowest cost the catalog supports.

Format and Supplier Coverage

Every adopted title is offered in new, used, rental, and digital formats where the publisher permits. Digital materials deliver immediately through Canvas. Print materials ship from publishers and wholesalers through the distribution network, with delivery times tracked against contract SLAs.

PHYSICAL SUPPLY CHAIN

PROPRIETARY OPERATIONS



Proprietary warehouse operations supported by Ingram Content Group, the largest distributor of educational content in the U.S.



Access to the full catalogs of major book and material wholesalers



24 hour direct shipping agreements with leading educational publishers

DIGITAL & MARKETPLACE ACCESS



Digital catalog of more than 2.2 million titles with immediate student access



Marketplace offering more than 18 million titles



Large rental inventory with over 250,000 titles

Inventory levels per title are set from:

- **Adoption data**, validated against prior-year sales for the same course and section
- **Section enrollment** from Banner in real time, with reorder triggers when enrollment shifts
- **Format mix targets** that prioritize the lowest-cost option students choose, reducing stockouts and deadstock
- **Used-book sourcing** submitted to network agents as soon as adoptions are confirmed

Textbook Sourcing and Fulfillment

Students receive course materials on time through a sourcing model powered by broad inventory access and efficient distribution. The approach prioritizes affordability, availability, and a reliable delivery experience.

Used and New Textbook Inventory

A large supplier network provides access to new, used, rental, and digital formats so students can choose the option that meets their needs and budget.

Average Lead Time When Ordering Physical Books

Physical textbooks are sourced directly from publishers and national distribution partners once faculty adoptions are finalized. Standard fulfillment timelines range from 5 to 10 business days from publisher to warehouse. Adoptions finalized at least 90 days before the start of each term allow sufficient time for sourcing, inventory planning, and distribution

- **Free economy shipping for \$79**, arriving in 3–7 days with tracking.
- Carrier-rate shipping, arriving in 1–2 days after processing.

**Please note that free shipping thresholds may vary based on market conditions and are subject to adjustment every six months.*

Retail Orders:

Economy Shipping: \$6.89 + \$2.99 per item
Standard Shipping: \$10.49 + \$3.99 per item

Marketplace Orders:

Economy Shipping: \$7.89 per item
Standard Shipping: \$11.49 per item

Course Material Returns

Physical Materials. Are eligible for a full refund if returned within two weeks of the start of class or within 30 days of order confirmation, whichever is later. Bundles, loose-leaf materials, and sealed items must remain unopened with access codes unused. Items marked Not Returnable and replacement items are excluded.

Digital Material. Refund requests must be submitted within 14 days of purchase with no more than 20% of the ebook viewed or printed. Access codes and online resources must remain unused and unactivated.

Textbook Buyback

Students sell back eligible print textbooks year-round through the virtual store. Enter an ISBN, see an instant market-based offer, and ship the materials back with a prepaid label at no cost. Payments are issued by PayPal or check once materials are received and verified.

Are you finished with classes and ready to make some cash back on your books? Follow these easy steps:

1. Gather the textbooks you are ready to sell and visit <https://textbookx.valorebooks.com/>.

2. Enter the ISBN for each book & use the prepaid shipping label to sell your books to the Valore marketplace.

3. YOU ARE FINISHED: Sit Back & Get Paid \$\$\$ Fast

ISBN-13: 9781234567897
ISBN-10: 9781234567

9 781234 567897
ISBN-13





Buyback values reflect four factors: national market demand, upcoming adoption status, edition, and condition. Titles being readopted for the upcoming term receive the highest pricing. Students see the offer before deciding to sell. End-of-semester outreach prompts students to check current values. On-campus buyback events can run at the end of each term for students who prefer immediate payment without shipping.

Third-Party Funding Sources

All third-party funding including financial aid, veteran benefits, scholarships, vouchers, and external payers is integrated into the same checkout workflow. Students see their available balance, apply funds, and complete their purchase in one place. Purchases exceeding the available balance are completed with any accepted payment method in a single transaction. Financial aid connects directly to Banner in real time. All transactions meet PCI DSS and SOC 2 security standards.

Voucher Management Virtual Store Testing brett.horton@vitalsource.com

Back

All Agencies

Voucher Agency

Virtual Store Agency (No restrictions)

Virtual Store Agency without restrictions

Status: ACTIVE Voucher Restrictions: Required items only Student pay model: No Repayment Required

Details Users Vouchers Uploads Summary

Upload List of Vouchers

Modify existing vouchers or create new vouchers through a single upload. If the voucher exists the old balance will be overwritten.

Upload Voucher List

Create a Voucher

Create a new voucher and assign to a student.

Create Voucher

Search by Voucher Code, Student Email/ID

Report

Advanced Search Options

ID	Voucher Code	Balance	Bookshelf ID	Student Email	Student ID	Issued	Expires	Status	
11	DEMOCODE-ChargeStudent-01	\$500.00	G6HCGXWVWQNVBRXYAHWB	hastings.nuckle@example.com	virtualstore1000012	06/09/2025	10/27/2025	Inactive	...
5	DEMOCODEVIRTUALSTORE-6	\$96.00	ACQ7QW25GZDORJQ3DR4G	landry.clarke@example.com	virtualstore1000003	05/14/2025	12/14/2025	Active	...

Video: How to Use the Voucher Admin UI

Voucher Management

A dedicated administration tool manages institutional scholarships, athletic scholarships, departmental awards, veteran benefits, and any other funding the institution designates. Vouchers assign by student ID or email. Spending limits, expiration dates, and eligible items are configurable per fund. Balances update in real time and reconcile to Banner.

Technology and eCommerce

Overall Technology Approach and Philosophy

Akados operates the next-generation Virtual Store, a cloud-based SaaS eCommerce platform built from student research and purpose-built for higher education. Digital delivery, physical fulfillment, financial aid integration, access programs, and engagement analytics are unified in a single ecosystem.

Linking Course Materials to Courses in Canvas

Our platform integrates with Canvas using LTI 1.3 Advantage, providing secure, standards-based connectivity between course sections and required materials:

- Deep linking to digital course materials
- Automated digital content delivery
- User authentication and role recognition
- Courseware integrations and grade sync mapping eliminates manual instructor setup.

Single sign-on (SSO)

- Virtual store access
- Bookshelf eReader access
- Faculty and administrator portals

Grade Passback Functionality

When publishers support grade passback via LTI, the Platform enables:

- Automatic grade return from courseware to the Canvas gradebook
- Deep linking to assignments and assessments
- Reduced need for instructor configuration

Integration Capabilities with Banner

The Platform integrates with Banner through:

- Secure file exchange (CSV, XML, or JSON)
- API-based integrations
- Daily full-payload data transfers
- Concurrent term data (current + future terms)

Financial Aid Integration

Real-time financial aid integration allows eligible students to view their available balance and apply funds at checkout. Batch voucher processing supports additional funding sources. Updated balances post back to Banner automatically after each transaction.

Security, Compliance, and Risk Management

UMW prioritizes protecting personal information and maintaining secure systems that safeguard institutional and student data. VitalSource operates under a comprehensive security and compliance framework designed to meet the expectations of higher education institutions managing sensitive academic, financial, and personal information at scale.



Accessibility – proactive, not reactive

Our platform aligns with WCAG 2.1 AA and evolving ADA Title II requirements. Accessibility metadata provided by publishers surfaces directly within adoption tools and product detail pages. Faculty evaluate accessibility features before selecting materials. Students confirm compatibility with assistive technologies before purchase. The result is a shift from reactive remediation to informed adoption – reducing institutional exposure before the term begins.

Security controls

- SOC 2 Type II audited controls across security, availability, confidentiality, and privacy – audited by Moss Adams LLP, available under NDA through the Trust Center.
- AES-256 encryption at rest, TLS 1.2 or higher in transit
- PCI DSS Level 1 compliant payment processing – credit card data is never stored on VitalSource systems
- Role-based access controls and multi-factor authentication for all internal production system access
- Cloudflare DDoS protection and 24/7 automated monitoring with alerts
- Annual external penetration testing with documented remediation
- Continuous automated vulnerability scanning tracked in a Jira-based ticketing system

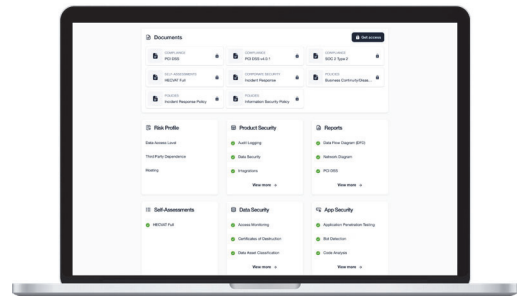
ADA Standards

Our platform adheres to accessibility standards like Section 508 and WCAG 2.x where possible. We engage independent experts to assess accessibility and verify our claims, documenting conformance annually with an Accessibility Conformance Report (ACR) based on the VPAT® 2.0, which includes Section 508, EN 301 549, WCAG 2.1, and ISO/IEC 40500. This documentation is available at [Accessibility at VitalSource](#).

We conduct screen reader QA testing as part of our development process and address enhancement requests promptly. Our customer service team supports students with disabilities, including offering relay calls for those who are hearing-impaired.

The Trust Center

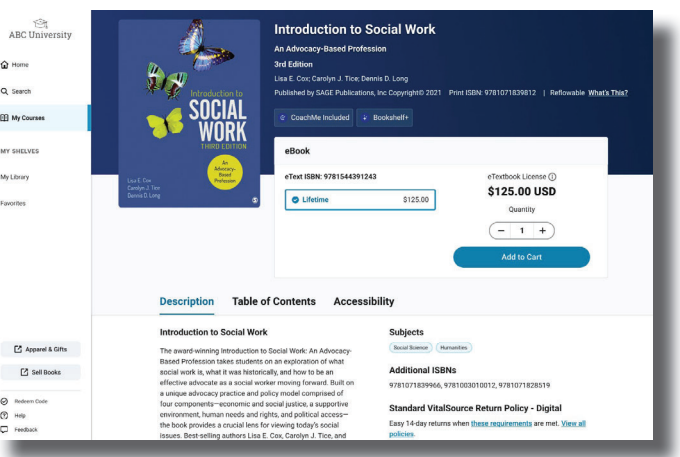
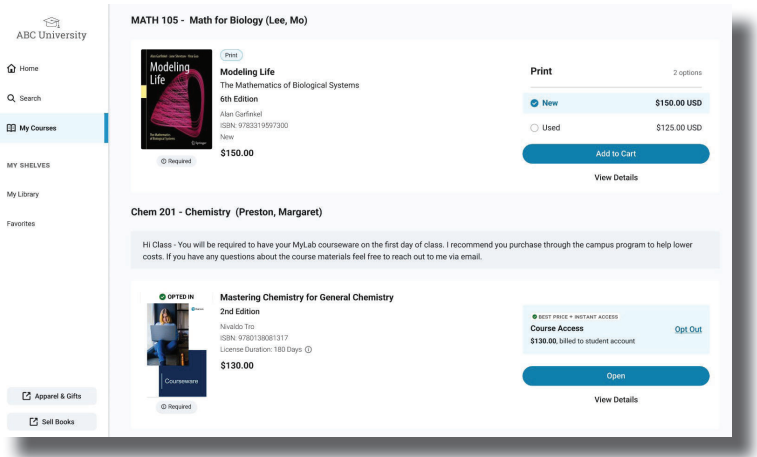
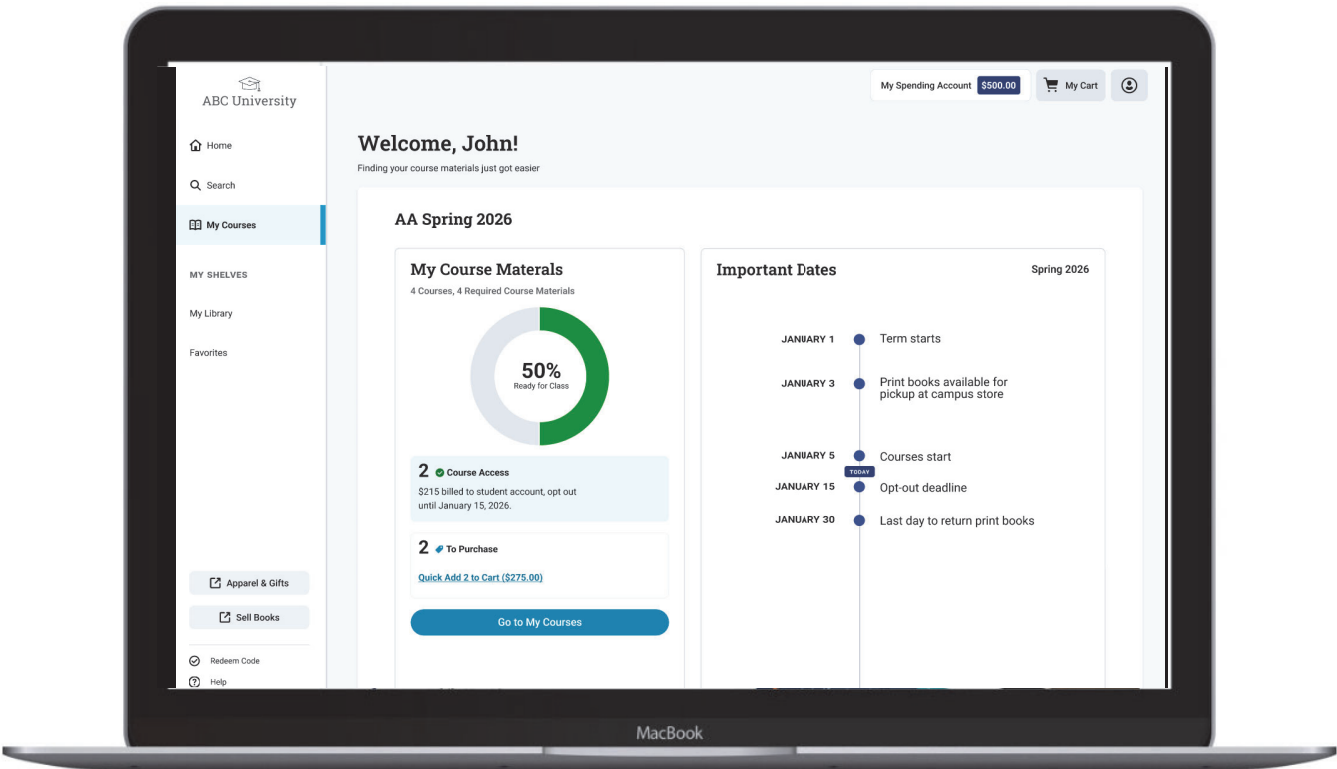
A centralized [Trust Center](#) provides UMW direct access to compliance documentation, certifications, and security policies, including SOC 2 Type II, HECVAT, incident response plans, and DR/BCP documentation with defined RTO and RPO metrics.



Student Experience in the Virtual Store

The virtual store is the single access point where University students discover, compare, and purchase all required course materials. Real-time integrations with Banner and Canvas validate enrollment and financial aid eligibility automatically. Students see their enrolled courses and required materials populated before the first day of class – no searching, no cross-referencing.

- Personalized recommendations based on enrolled courses.
- Course level details with available formats and transparent pricing.
- Order history and quick access to frequently used actions.
- Opt out reminders and important alerts.

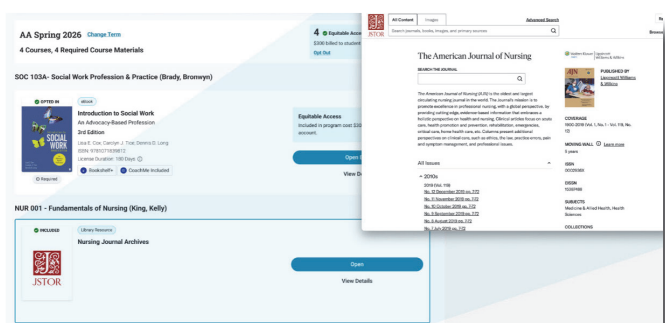
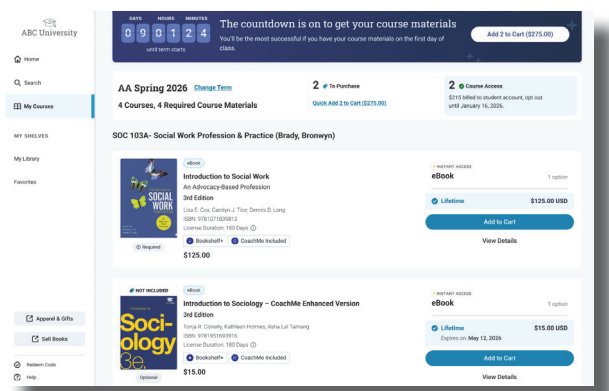


Students can compare available formats and pricing options within the virtual store to make informed decisions.

My Courses

A personalized hub displays every course the student is enrolled in and the materials each course requires.

- All materials organized by course with digital, rental, print, and marketplace formats side by side
- Real-time pricing across all formats and sellers, including condition and delivery timelines
- OER and low-cost materials clearly labeled to support affordability
- Course-level cart view so students see total cost before checkout
- Access status, pricing, and opt-in/out actions displayed clearly on every material card
- License expiration dates visible so students always know how long they have access



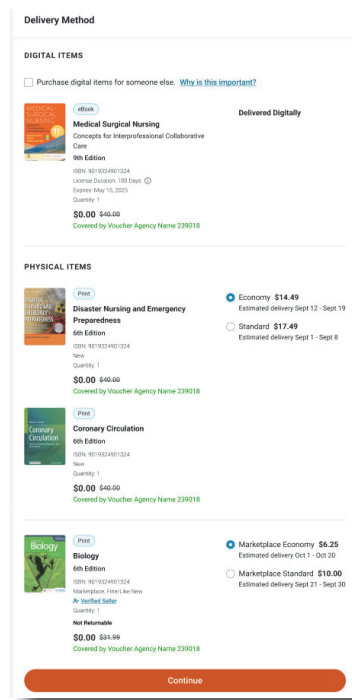
OER and Library Resources

OER and library-supported materials are surfaced alongside required course materials, giving students access to zero- and low-cost options within the same experience. These resources are clearly identified and accessible directly from the course view, supporting affordability while maintaining a consistent and unified student experience.

Transaction Process

Checkout supports every payment method the institution authorizes: Financial aid balances apply automatically when eligibility is confirmed at checkout. Scholarships and vouchers process in the same workflow. Credit card transactions follow PCI DSS standards with SOC 2 Type II audited controls.

- Financial aid/ Vouchers
- Campus Cards
- Credit Cards
- Pre-paid cards
- PayPal
- Apple Pay
- Google Pay

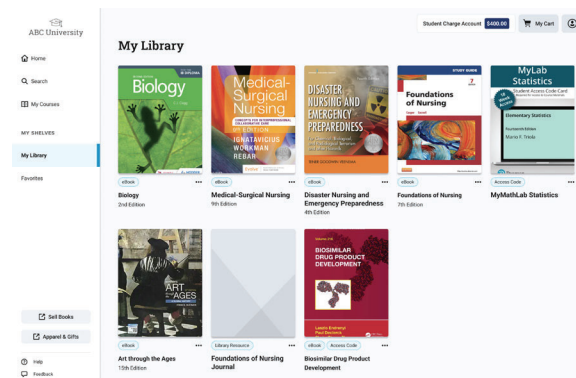


Orders & Returns

Every order, return, and refund is tracked in one place. Students see real-time status updates from order placement through delivery, plus a clear path to initiate a return or refund within the eligibility window.

My Library

A personalized digital bookshelf integrated with Bookshelf delivers every purchased title, OER, and zero-cost resource. Online and offline reading, course-organized content, notes, highlights, and study tools are available across devices. Customer support is one click away from any title.



Course Material Delivery

Digital Course Materials in Bookshelf®

Bookshelf delivers more than 2.3 Million digital titles from over 3,500 publishers in a consistent reading and study environment built and maintained in house. Millions of learners use Bookshelf each year. Study tools and AI powered support inside Bookshelf operates within instructor assigned content, creating a controlled, trusted learning experience grounded in published learning science.

Mobile Access

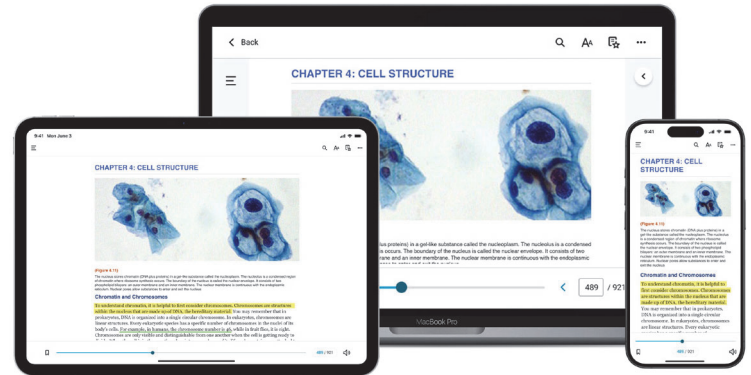
Students use native iOS and Android Bookshelf applications to read and study across devices. Competitors rely on external AI or multiple apps. Bookshelf keeps everything inside one environment created by the platform owner. Study tools including highlights, notes, bookmarks, flashcards, and search are fully available on mobile. AI support is available on the online version of Bookshelf, giving students in-book guidance tied only to assigned content.

Offline Reading

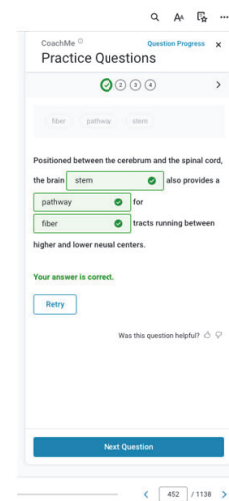
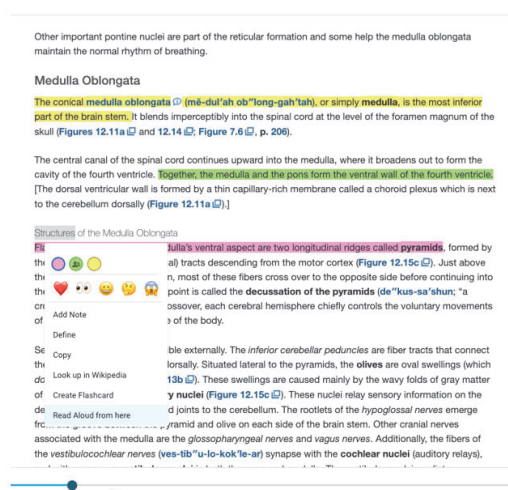
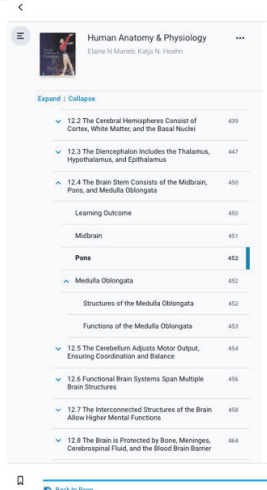
Bookshelf supports full offline access across devices. Offline performance is supported by a proprietary file format and infrastructure used by publishers worldwide, giving students predictable access even in low-bandwidth environments. Students download their digital titles directly to their device and study without internet access. All notes, highlights, and study activity sync when reconnected.

Annotation and Study Tools

- Highlights
- Notes organized by course
- Bookmarks
- Flashcards
- Search
- Read aloud
- Adjustable fonts and display settings



Easy navigation with TOC



AI-generated practice questions

Read aloud, highlights, flashcards, in-line annotations, and more.

Jump right to the page you need

AI Built for Learning

Bookshelf includes a built-in AI study tutor developed and controlled within our own platform, not layered in from a third party. It works directly inside assigned course materials, strengthening comprehension while staying aligned with faculty intent and academic integrity standards. This is a true market differentiator: a secure, learning-focused AI environment that protects student data, drives measurable engagement, and positions UMW at the forefront of responsible innovation.

Value to Students

- Ask questions and get clear explanations tied to the assigned book.
- Break down complex topics into understandable steps.
- Compare and contrast key concepts.
- Create and review flashcards to reinforce learning.
- Listen with natural voice Read Aloud for auditory support.
- Chat and receive study support in their preferred language.

UMW Value

- Keeps all study activity within the Bookshelf environment, supporting academic integrity.
- Provides engagement insights that help administrators understand usage and study patterns.
- Scales without added IT work; no setup or integrations required.
- Strengthens digital adoption and increases the value of course materials.
- Supports a more effective digital strategy for modern learning

Bookshelf+ What Students are Saying

"Absolutely fabulous! Very cool study tool! Really saves time from having to construct a study guide and then study; rather, I can ask for a practice quiz on any section I choose?! Then focus on any problem areas to build up confidence and make taking that exam a piece of cake! TOO COOL!!!!"

"This is an absolutely brilliant addition and a fantastic tool to have at your disposal, it understands and explains and is quick efficient and very helpful for the types of questions I had when reading my coursework."

Bookshelf+ What Faculty are Saying

"I mean, it's like having a tutor, which is great, and obviously you can't do that. No school can have enough budget to do that for each student."
—Marketing Professor

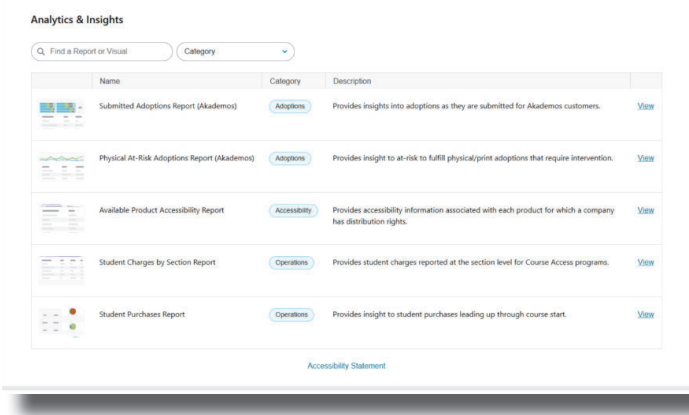
"Students are going to use AI if they want to use AI. I would rather have them have an AI closely associated with the book, pulling from trusted resources."
— Sports Psychology Professor



Interactive demo: Bookshelf AI in action

Data Management, Reporting, and Ownership

The Analytics and Insights Center gives UMW a single, centralized environment for tracking the health of the course materials program across every dimension that matters: student access, affordability, faculty engagement, and operational performance. Reporting is available in real time, exportable, and built to inform action rather than simply document activity.

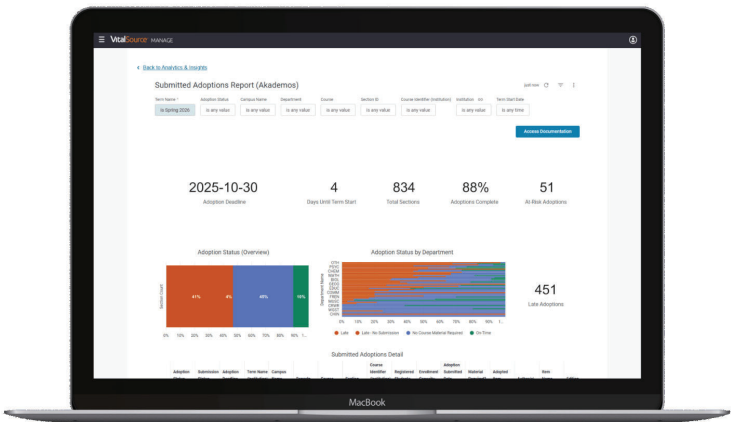


Available Reports and Value Submitted Adoptions

Provides real-time visibility into adoption activity across courses and sections, enabling timely review, reducing processing delays, and supporting accurate course setup before term start.

Physical At-Risk Adoptions

Identifies print and physical adoptions at risk of fulfillment, allowing teams to proactively address supply issues and prevent disruptions to student access.



Available Product Accessibility

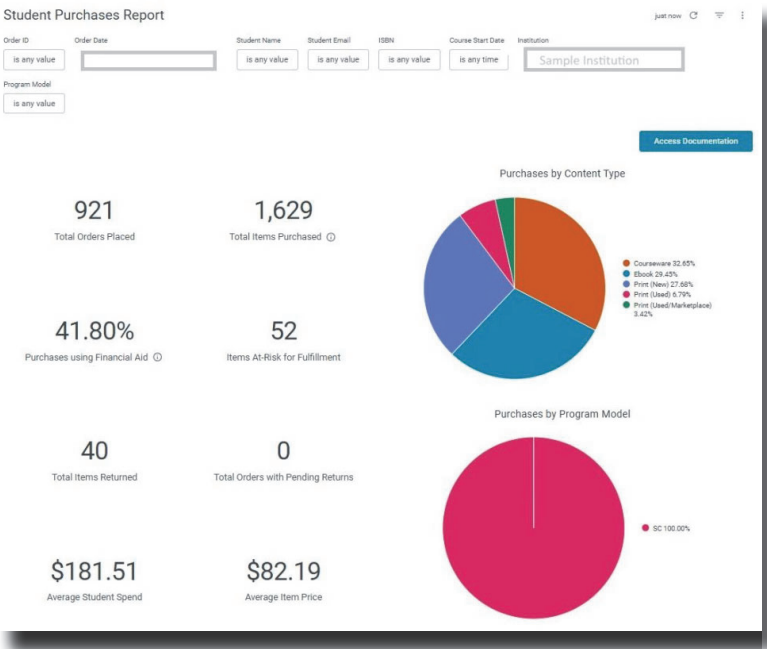
Highlights accessibility attributes for all available materials, supporting informed selection and alignment with institutional accessibility goals.

Student Charges by Section

Breaks down Course Access charges at the section level, supporting financial transparency, reconciliation, and ongoing affordability monitoring.

Student Purchases

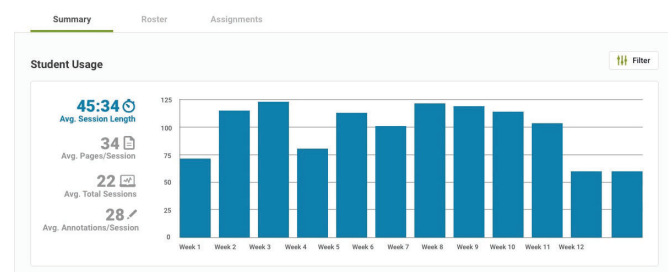
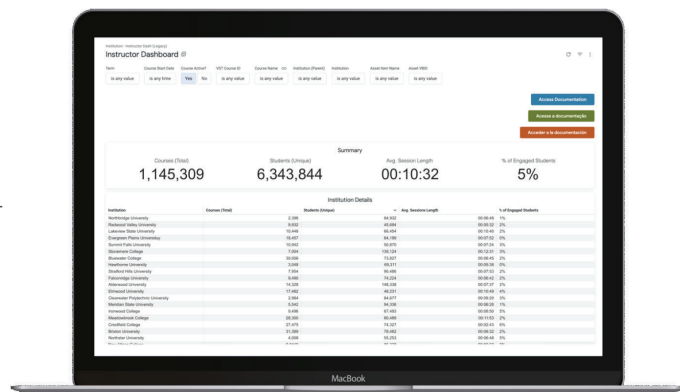
Tracks student purchasing activity leading up to the start of term, providing insight into behavior and potential friction points to inform adoption strategies and increase participation.



Student Engagement and Trend Reporting

Engagement analytics give UMW visibility into how students interact with digital course materials across each course and section, helping instructors identify engagement gaps early and support student success. Instructors access these insights directly through Canvas, where dashboards display open rates, reading patterns, and activity trends that support early outreach and improved student readiness.

- Weekly usage trends showing reading consistency throughout the term.
- Metrics including average session length, pages read per session, and total study sessions.
- Filters that identify students who have not opened required materials.
- Engagement quartiles that group students by time on task.
- Visualizations of study habits, including total sessions and session length.
- Student-level insights showing detailed session activity and reading behavior.



Course Materials Optimization

New!

By connecting what students use compared to the course materials cost, engagement analytics reveal patterns that cannot be seen through pricing files, publisher reports, or traditional data alone. This insight identifies where course materials provide the most value to effectively support learning or where lower cost alternatives provide a better option.

UMW will use this evidence to proactively manage affordability and effectiveness. This innovative technology and forward-thinking approach rely on data - not assumptions - to guide program growth.

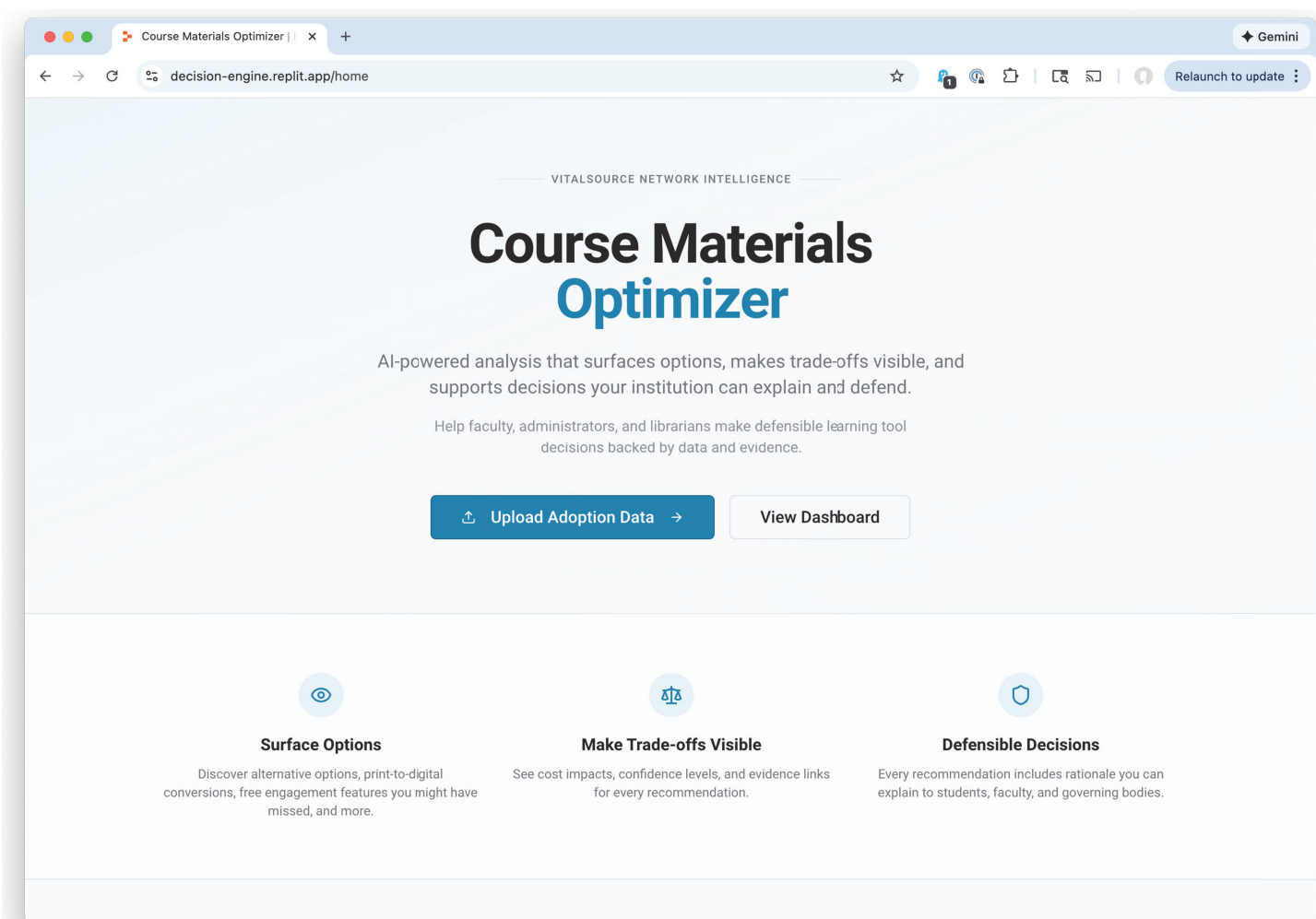


Data-Driven Course Materials Optimization

Course Materials Optimization is the intelligence layer for course materials decisions. It surfaces how students engage with assigned content — what is being used, what is underutilized, and which resources drive the most engagement. Those insights support better content discovery, more informed affordability decisions, and stronger alignment between course materials and student success, content models, and visibility into content decisions across the market. At scale, this enables:

- Adoption insights showing what is working at the course, department, and institution level
- Identification of materials that drive student engagement and success
- Visibility into where lower-cost alternatives — including OER and library resources — deliver equal or greater value
- Data-informed decisions across content models from traditional retail to IA to EA
- Visibility into how UMW's content decisions compare to peer institutions across the market

No other provider can deliver this. It is built on proprietary engagement data from 20 million+ learners, 35 million+ adoptions per year, and a peer institution data foundation covering millions of courses and syllabi. Insight, not just infrastructure.



Course Material Optimization™ is proprietary and confidential. This information is provided solely for evaluation purposes and may not be shared, distributed, or reproduced without prior written consent from Akademos.

Transition, Implementation, Support, and Marketing

UMW is not starting from zero. The Branded Digital Site and PrismRBS POS integration are already live. The Canvas LTI connection, Banner integration, SSO, and financial aid workflow are the scope of what needs to be built. That foundation reduces implementation risk and compresses the timeline significantly compared to a net-new deployment.

WEEK	ACTION	RESPONSIBLE TEAM(S)
1	During the verbal award phase, an IT Discovery Call will be conducted to establish the timeline and scope of work.	Akadosmos & UMW
2	Contract signed.	Akadosmos & UMW
3	Key Roles & Responsibilities document is completed.	UMW
	Introductory call with UMW’s primary contact completed.	Akadosmos & UMW
4	IT Kick Off call establishes integration timeline & expectations of teams.	Akadosmos & UMW
5	Integration team meets with UMW’s Business and Financial Aid offices to confirm requirements and timelines. All integration work begins.	Akadosmos & UMW
6	Historical and current adoptions uploaded into adoption portal.	Akadosmos
7	Information sharing across all key stakeholders begins - best practices & guides shared, deadlines, training, check in call schedules determined.	Akadosmos & UMW
8	Marketing/communications and finance/accounting meetings completed.	Akadosmos & UMW
9	Communications plan finalized and begins. Partnership and program announced to campus.	UMW
10	Integrations complete.	Akadosmos
	Adoption portal opens for instructor training and course material submissions. Deadlines are communicated to instructors.	Akadosmos
11	Inventory is sourced and stocked.	Akadosmos
12	Course materials automatically delivered to participating students Training, new student orientation coordination, and marketing efforts continue.	Akadosmos & UMW

Integration Testing and Go-Live Criteria

All integrations are tested in a staging environment before deployment. Go-live criteria include: Banner enrollment data flowing accurately into the virtual store, Canvas LTI deep-linking confirmed for all course sections, SSO authentication validated across student, faculty, and administrator portals, financial aid balance display confirmed at checkout, and UAT sign-off from UMW's IT and financial aid teams. A test environment is available for UMW administrators and staff throughout the implementation process.

Training and Support Resources

Training is scheduled around UMW's academic calendar. On-demand guides, short videos, and the 24/7 Success Site keep support available outside business hours. Biweekly stakeholder check-ins keep adoption cycles on track and reduce last-minute changes. A Customer Success Manager provides real-time visibility into adoption progress and structured follow-up before deadlines pass.

- Training Sessions: Scheduled to support term preparation, virtual store training, and adoption accuracy
- On-Demand Tutorials: Step-by-step guides and videos covering the adoption portal and reporting tools
- Faculty Support: One-on-one guidance provided by the Customer Success and Adoption Enablement teams

Customer Support Framework

UMW will be supported by two coordinated teams:

- **Customer Success Management (CSM):** A Customer Success Manager (CSM) will serve as UMW's primary contact. The CSM oversees onboarding, adoption support, performance reviews, and ongoing program management in collaboration with campus stakeholders.
- **Customer Success Operations (CSO):** This team manages daily service, including end user support, integrations, order fulfillment, and system monitoring.

CSM Support and Success

- Coordinating onboarding, pre-term planning, and milestone reviews
- Supporting faculty adoption processes and monitoring accuracy
- Providing access to reporting, analytics, and trend insights
- Reviewing program outcomes each term and identifying opportunities for improvement

Account Development Executive

An Account Development Executive (ADE) partners with UMW to align solutions with UMW's goals, reviews participation, engagement, savings, and student experience data to support continuous program improvement.

Adoption Enablement Managers

Adoption Enablement Managers provide hands on support to faculty, ensuring course material decisions are submitted on time and with full accuracy. They manage ISBN validation, address questions, and offer guidance that keeps each term's adoptions on track.

Integrations Manager

Our experienced IT team provides support for Canvas and Banner, assists with troubleshooting, and offers strategic guidance for complex IT and data integration needs.

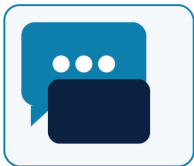


Comprehensive Support Channels for Students and Faculty Available 24/7



EMAIL

- ✓ Fast response from trained support staff.
- ✓ Help with course materials, access, billing, and orders.
- ✓ Clear, personalized answers from knowledgeable team members.



LIVE CHAT

- ✓ Real time assistance during business hours.
- ✓ Extended coverage during back to school and finals.
- ✓ Staffed by specialists familiar with your University.
- ✓ Immediate help without bots or scripts.



SUCCESS SITE

- ✓ 24/7 access to searchable self-service resources.
- ✓ Step by step guides and short how-to videos.
- ✓ Support for access, Bookshelf use, orders, and billing.
- ✓ Designed for quick answers without waiting for support.

Phone support is available through a callback model, connecting students with a support specialist when needed.

Response and Escalation Expectations

Support is available in English, Spanish, and Portuguese, with AI-assisted translation for additional languages. The Success Site provides 24/7 access to documentation, step-by-step guides, and video tutorials covering the virtual store, Bookshelf, financial aid, and publisher courseware. Live chat averages five minutes. Phone callback averages under ten minutes. Email resolves within 24 to 48 business hours. All requests are tracked with defined escalation paths for time-sensitive issues.

Q1 2026
PERFORMANCE

0.7 hrs
First Response Median Chat Time

vs. competitors measuring in DAYS

2.7 Days
Time to Resolution

Support That Moves at
Student Speed

Embedded in the Virtual Store – real help, right when students need it.

45 sec

Avg Chat /Wait Time

Live specialist response

2 min

Voice Response Time

Phone support SLA

24/7

Always Available

No bots. Real people.

Why This Matters

› Chat is embedded directly in the Virtual Store, students never leave to get help

› Low escalation volume with minimal Tier 3 dependency keeps support clean and contained

Engagement and Marketing

Students arrive on day one knowing where their materials are and how to pay for them. Every campaign is co-branded to the institution's standards, runs across the Canvas, website, and registration touchpoints, and requires institutional approval before distribution.

Virtual Store Awareness

- Launch communications to students, faculty, and staff before the first term opens
- Branded panels within the virtual store with clear messaging and resource links
- Consistent placement across the institution's website, Canvas, and registration pages

Student Engagement

- Pre-term emails on how to find, purchase, and access materials, timed to the academic calendar
- Branded videos for orientation and registration
- Digital campaigns and infographics on affordability and access each term
- Digital signage, posters, and campus store presence
- Peer outreach through Student Interns and Student Advisory Board members

Faculty Engagement

- Branded training materials, OER examples, and cost-savings data
- Targeted reminders through the Adoption Portal
- Virtual sessions on affordability programs, Canvas integration, and learning analytics
- Step-by-step adoption guides
- Presentations at faculty meetings, development days, and department sessions as needed

Gathering Ongoing Input

Every term

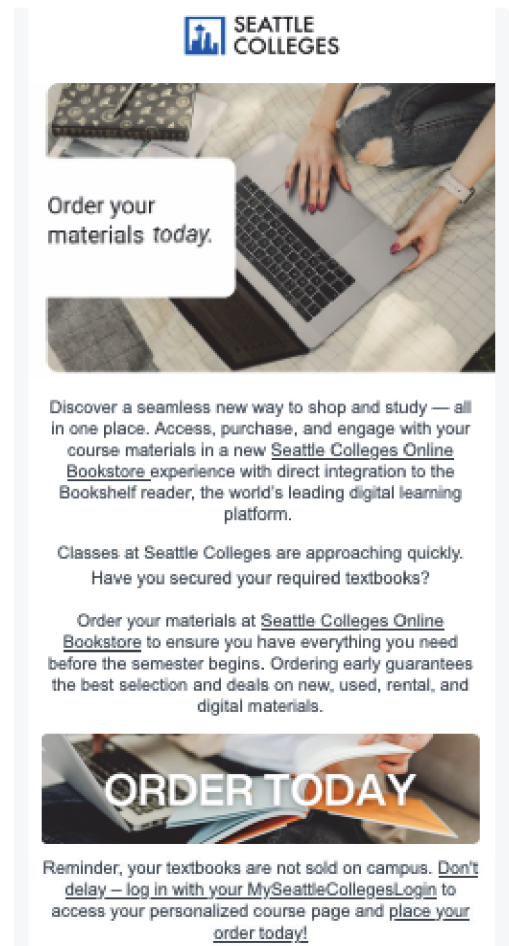
- Post-term satisfaction data collected from students and faculty
- Adoption completion rates reviewed by department to surface where engagement needs attention
- Campaign performance tracked by open rates, click-throughs, and participation metrics
- Support interaction data reviewed monthly — patterns escalated before they repeat

Mid-year

- Formal program review with UMW leadership covering what the data shows, what changed, and what the second half of the year needs

Annually

- Co-developed marketing and engagement plan covering campaign calendar, channel strategy, co-branding standards, and success metrics tied to UMW's priorities
- Plan reviewed and updated based on performance data



SEATTLE COLLEGES

Order your materials today.

Discover a seamless new way to shop and study — all in one place. Access, purchase, and engage with your course materials in a new [Seattle Colleges Online Bookstore](#) experience with direct integration to the Bookshelf reader, the world's leading digital learning platform.

Classes at Seattle Colleges are approaching quickly. Have you secured your required textbooks?

Order your materials at [Seattle Colleges Online Bookstore](#) to ensure you have everything you need before the semester begins. Ordering early guarantees the best selection and deals on new, used, rental, and digital materials.

ORDER TODAY

Reminder, your textbooks are not sold on campus. Don't delay — log in with your [MySeattleCollegesLogin](#) to access your personalized course page and place your order today!

Campus Events

The virtual course materials program can be present at the campus moments that matter most to UMW's community. Opportunities include:

- Orientation and welcome week, the highest-value launch touchpoint, students forming their first impression of how UMW supports them academically
- Resource fairs with Student Engagement and Academic Affairs
- Student government and academic department sessions
- Faculty development days, connecting course materials data to teaching outcomes

Specific event participation is planned collaboratively with UMW each term based on the academic calendar and campus priorities. The Campus Store is a natural partner for in-person presence throughout the year.

Student Feedback and Listening Sessions

Student listening sessions are held at least annually, coordinated with UMW student services. Small group, open agenda, focused on the experience with the storefront, materials access, and what would make the first week of class easier. Additional feedback runs continuously:

- Support link accessible from every page of the virtual store
- Reviews of student satisfaction data from chat, email, and phone interactions
- Feedback collection options available at campus events and through the Campus Store as appropriate

Aligning the Team to UMW's Strategy

A Client Success Manager(CSM) owns the UMW relationship. One person accountable for adoption completion, student access, student savings, and revenue growth every term.

Goals are reviewed and updated each half of the year, with targets tied to where UMW is in the program. In year one those targets focus on:

- Adoption completion rate by quarter
- Market share captured through the virtual store
- Financial aid utilization
- Student savings

THE ONLINE BOOKSTORE



**ORDER IN 3
EASY STEPS:**


 Log in for your
personalized
course page.


 Check out in just
5 minutes!


 Select from a
variety of format
options.

QUESTIONS?

Visit our online help page at ycp.textbookx.com/help for resources and 24/7 live chat support.



Financial Proposal

Traditional Retail + Inclusive Access

Our financial approach is designed to deliver long-term stability, institutional control, and measurable growth in affordability. Once UMW's historical sales and format mix are reviewed, we will provide a detailed financial model tailored specifically to UMW's current performance and future goals.

Based on similar institutions, implementation of the virtual store and access optimization strategies typically increases student participation significantly by:

- Growing Inclusive Access adoption through guided faculty workflows and real-time pricing visibility
- Increasing availability of digital eBooks at lowest available publisher pricing
- Promoting OER and lower-cost materials through cost comparison tools
- Reducing reliance on high-cost new print inventory through format optimization
- Establishing a pathway to transition to an Equitable Access model to maximize participation and affordability

Potential Partnership Incentives

Upon review of UMW's current sales performance, the following incentive structures may be available as part of a multi-year agreement:

Signing Bonus Incentive: A signing bonus is offered upon execution of a qualifying multi-year partnership agreement, in recognition of the long-term commitment and alignment with UMW's strategic goals.

Growth-Based Incentives: Performance incentives tied to measurable increases in participation across Inclusive Access or transition to Equitable Access.

Course Materials Scholarship Fund: An annual scholarship allocation to support students with demonstrated financial need. Funds may be distributed as store credit or digital access support for required course materials.

Student Intern Support: Funding to support student internships connected to campus outreach, adoption support, marketing, or campus store operations during peak periods. This reinforces student workforce development while strengthening campus engagement.

Commission Structure: A competitive commission structure on physical and digital course materials, structured to maintain affordability while generating sustainable revenue for the institution. Final commission percentages will be aligned to UMW's sales profile and program design.

Next Step

Upon review of UMW's historical sales and course materials data, we will align the financial structure to UMW's current operating model, enrollment profile, and affordability objectives. This ensures that revenue sharing, participation strategy, and any incentive opportunities are grounded in verified performance data rather than projections.

The final financial framework will be designed to strengthen student affordability, increase transparency into course material costs and usage, and deliver a sustainable financial return to UMW.

Sample Equitable Access Proposal

Estimated EA Annual Commission: \$408,00

(Based on approximately your participating credit hours each year at \$5.00 per credit hour.)

Cost Per Credit Hour	
Cost to UMW \$20	Cost to UMW Students \$25

EA Per Credit Hour Cost Structure

Cost of Course Materials

All course materials are provided at publisher cost to Akademos with no retail markup, and shipping and handling are built into the total cost.

Technology Platform and Service Fee

The technology platform and service fee uses a simple tiered rate that includes all platform, integration, operational, and support costs. The standard per credit rate is \$3.00, \$2.75 at 80–89% digital units delivered, and \$2.50 above 90%.

UMW Controlled Commission

The proposed \$5.00 per credit commission keeps student costs aligned with current pricing and generates an increased annual commission for UMW. At its discretion, UMW may adjust this rate as needed to support your affordability goals and revenue priorities.

**This sample financial proposal is based on available information and benchmark data from institutions of similar size and scope. Upon receipt of UMW’s complete booklist and attempted credit hour data, we will develop a refined financial model that provides accurate program costs and projected outcomes.*