



SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: March 9, 2018

RFP NUMBER & TITLE: RFP 18-797

PROPOSAL DUE DATE & TIME: April 13, 2018; 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 18-797
 Eagle Village Executive Offices, Suite 480
 1125 Jefferson Davis Hwy., Fredericksburg, VA 22401

WORK LOCATION: Fredericksburg, VA

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

PRE-PROPOSAL CONFERENCE: ☐ Optional ☒ **Mandatory** ☐ N/A **DATE & TIME:** March 26, 2018; 10:00 AM

PRE-PROPOSAL LOCATION: 1301 College Ave, Fredericksburg, VA 22401 at the University Center, Colonnade Rm

CONTRACT OFFICER: Angie Lilly **EMAIL:** alilly2@umw.edu

PERIOD OF CONTRACT: Date of executed contract through one (1) year, with option for nine (9) one-year renewals or as negotiated.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in their 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)

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 **April 3, 2018; 2:00 PM**.

PRE-PROPOSAL CONFERENCE: A **mandatory** pre-proposal conference will be held on **Monday, March 26, 2018** in the **University Center, Colonnade Room located at 1301 College Avenue, Fredericksburg, VA 22401**. See Pre-Proposal Conference clause in the Special Terms and Conditions.

- a. No attendee will be permitted access to the conference after **10:10am**.
- b. **For Mandatory Pre-Proposal Conference:** Proposal submissions will only be accepted from those companies who were represented at the mandatory pre-proposal conference as evidenced by the pre-proposal attendance roster.
- c. Bring a copy of the RFP with you to the conference.
- d. Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
- e. View Current Campus Location

PROPOSAL RECEIPT REQUIREMENTS: Sealed Proposals for furnishing the goods/services described herein 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.**

- a. Proposals must be submitted either in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
- b. 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.
- c. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.

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.

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.

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.php> 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:** The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one, or multiple qualified contractor(s) to provide Bookstore and/or Retail Operations as outlined herein, to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia.

II. **ORGANIZATIONAL 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 University of Mary Washington Bookstore provides textbooks, 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 Bookstore 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 Bookstore is a service-oriented operation and is sensitive to the needs of the university community while operating in a fiscally sound manner.

- A. Currently the University Bookstore operates on the grounds of the University of Mary Washington on the Fredericksburg campus, for the purpose of selling required course materials in multiple formats, office supplies, personal products, and apparel and gifts that foster school spirit and pride.
 - 1. UMW is a self-licensed University.
 - 2. Course material pricing is strategic and dynamic, purposefully minimizing the cost of course materials to students.
- B. Campus Master Plan: This living document details and informs decisions made by the University to maintain and enhance the campus properties for purposes of meeting its operational goals.
 - 1. Campus Master Plan: <http://president.umw.edu/masterplan/>
- C. The Fredericksburg Campus
 - 1. Location: 1301 College Avenue, Lee Hall 3rd floor, Fredericksburg, VA 22401. Lee Hall also houses Academic Services, Financial Aid, and Admissions. Lee Hall is located on Campus Walk near the center of campus, and across from the University Center, an accessible location to students and the community, which houses dining, offices and student spaces.
 - 2. Operates an academic schedule on the semester system; two 16-week terms, fall and spring, and two shorter summer terms. The academic year typically commences in the fourth week of August and ends the second week in May. Additional information may be found here: <http://academics.umw.edu/calendar/fall-2018/>
 - 3. Currently the loading dock is not accessible due to construction projects. When operational the dock accessibility will be limited based on scheduled programming and size of delivery vehicle. Some freight shipments are routed through the UMW warehouse.
 - 4. *See Attachment F Student and Course Count*

- D. The Stafford Campus
 - 1. Graduate level courses, often taught in the evening, are typically offered at the Stafford Campus, located conveniently off of I-95 in Stafford County. Two buildings comprise the campus: Gates Hudson and the South Building, with partial leasing to the Stafford School system. The campus is located at, 121 University Blvd, Fredericksburg, VA 22406.
 - a. The academic schedule includes both 16-week semesters, as well as first and second 8-week terms. Note: There are some courses cross-listed with those on the Fredericksburg Campus; these materials are carried in the store.
 - b. This location has a display window, but does not house an operating bookstore/retail space.
 - c. Instructional materials for Graduate level courses are provided through MBS Direct.
 - 2. Continuing Education Classes are also offered at the Stafford Campus
- E. The Current Refund and Exchange Policy includes:
 - i. [Policy Information](#)
- F. 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 contractor.
- G. Verba Compare provides students with the cost comparison tool on the bookstore's website. Verba Compete and Connect are also utilized.
 - i. [Verba Contract Information](#)
- H. The University utilizes Shift4 for PCI compliance.
- I. The bookstore is the repository for course material listings in keeping with the Higher Education Opportunity Act.
 - i. [Higher Education Opportunity Act Information](#)
- J. Nebraska Book Company inventory control system, point of sale and eCommerce tools are currently used.
 - i. [Nebraska Book Company Information](#)
- K. Current annual indirect cost charged to existing bookstore \$100,00.00
- L. Attachments pertinent to background information include:
 - i. *Attachment A: Current Bookstore Organizational Chart*
 - ii. *Attachment B: Operating Hours*
 - iii. *Attachment C: Current Location Square Footage*
- M. [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, & EagleOne debit account.

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/rules.pdf>), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place

its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

- C. The Contractor shall notify UMW in writing of any such entities accessing the contract. The Contractor shall provide semi-annual usage reports for all entities accessing the contract. 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.

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 contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. *See attachment M: Small Business Subcontracting Plan.*

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS FOR PROPOSAL PREPARATION:

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 or 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: One printed (1) original and one (1) electronic media version (DVD, CD, 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) clearly marked original and one (1) electronic media version of the 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. Complete and return **SIGNED** RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide proposed solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education (in the Commonwealth of VA if available).
3. Complete and return Attachment J – Contractor Questionnaire.
4. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
5. Any other information the Offeror believes will help the University evaluate its proposal.

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

VII. STATEMENT OF NEEDS: Vendor(s) shall provide:

A. PROGRAM OBJECTIVES:

1. Customer Service
The University Bookstore and/or Retail Operations must provide exceptional service to all constituent communities consistent with the mission of the University of Mary Washington. The University Bookstore is committed to the highest of standards by providing:
 - a. Value to customers through superior customer service
 - b. Appropriate supply of competitively priced course materials available to students prior to the start of class
 - c. High quality and exclusive products at competitive prices
 - d. Efficient and effective management practices to enhance and preserve university resources
 - e. Socially, fiscally, and environmentally sustainable practices
2. Course material pricing is strategic and dynamic, purposefully minimizing the cost of course materials to students.
3. Successful Offeror(s) shall work in partnership with the University Libraries, Office of Disability Resources (ODR), Division of Teaching and Learning Technologies (DTLT) and all other departments as needed to ensure access to required, recommended and optional course materials to all students.
 - a. The booklist for each term must be supplied to the Libraries and ODR
 - b. Special orders for students and ODR will be facilitated quickly and affordably
4. Financial return to the university.
5. Services and inventories, retail offerings must meet the campus need, while reflecting the uniqueness and values of the university.
6. Additional financial contributions to campus community, such as scholarships and departmental orders at discounted rates.
7. Organization and personnel policies of the Contractor must meet the service needs of the university.
8. Successful Offeror(s) shall present unique marketing and public relation opportunities to enhance the image of the University.

B. GENERAL REQUIREMENTS:

Customer Service

1. The UMW Bookstore must provide the University community with a full range of merchandise and services expected from a flagship academic bookstore. Contractor shall maintain:
 - a. Hours of Operation:

During the contract term, the hours of operation may be subject to change as mutually negotiated and agreed upon, in writing, between the Contractor and the Contract Administrator in order to meet student demands and in keeping with campus special event schedules. On occasion the store may need to be open beyond scheduled hours without advanced notice.

 - *See Attachment B Operating Hours*
 - *See Attachment G Special Events and Remote Sales Opportunities*
 - b. Knowledgeable, cross trained staff, available and able to respond to customers' varying inquiries and needs
 - c. A responsive telephone communications system that provides customers with prompt service and attention to specific questions and requests.
 - d. A market quality, on-line system for the purchase of course materials and general merchandise.
 - e. An electronic means by which faculty may submit and review course material adoptions

- f. Proactive distribution and posting of store return policies as related to varying merchandise. Return policies are subject to University approval.
 - g. The Contractor shall have the responsibility for resolving complaints of the University community and all customers. Unresolved complaints shall be referred for resolution to the Contract Administrator.
2. Contractor should present an annual plan for Grad Fair celebration for both Undergraduate and Graduate candidates for UMW approval.

Financial Considerations

3. Contractors approved plan will be implemented for:
 - a. Buy-out of existing UMW Bookstore inventory, hardware and software systems.
 - b. Merchandising Plan
4. Outstanding vendor credits belong to the University.
5. Present your plan for coordinating with a self-licensed university.
6. Contractor shall pay any unamortized discount, up to \$27,394.00, relevant to existing Nebraska Book Company systems.
7. Offers shall:
 - a. Clearly define calculations and projections of the annual financial return to the University.
 - b. Clarify all commissionable sales and all relevant margin caps for each type of merchandise offered, to include but not limited to:
 - Course Materials: New, Used, Course packs, custom publications, digital offerings
 - Apparel
 - Supplies
 - Electronics
 - Gifts
 - Trade books
 - Departmental special orders
 - Convenience store food, beverage, personal needs
 - Regalia
 - Postage and other items
 - Sale merchandise
8. Each proposal shall clearly define, including explanation of the calculations, the following:
 - a. Base Fee paid to the University
 - b. Commission to be paid to the University
9. Proposals shall include list of any sales, margins and discounted sales that would be excluded from commission payable to University
10. Annual cost recovery, payable to the University of Mary Washington, is \$100,00.00
11. The Contractor will provide the guaranteed minimum payment returned to the University. The Contractor will honor any additional financial incentives that would become applicable at increased sales volume increments.
12. *See Attachment L for Comparison Worksheet.*

General Bookstore and/or Retail Operations

13. Contractor shall meet monthly with contract administrator with topics to include but not be limited to review of events, staffing, operating reports, and Profit and Loss for the operation.
 - a. The University reserves the right to examine at any time any or all records maintained by the contractor and relevant to UMW bookstore. This includes, but is not limited to, sales records, invoices, operating statements and balance sheets.

14. Contractor shall provide promotional suggestions to the university to increase university merchandising opportunities and visibility with considerations such as discounts, special order pricing and commissionable revenue.
15. Contractor shall offer a professional web-based experience to customers.
16. *See Attachment F Student and Course Count*

Textbook and/or Merchandise Acquisition and Handling

17. The Contractor shall make all arrangements for delivery, unloading, receiving and storing textbooks and merchandise. The Contractor shall assume all responsibility for receiving and/or handling these shipments.
 - a. The Contractor shall recycle all cardboard and other packing materials related to shipping and receiving in accordance with University procedures.
18. The Contractor shall ensure a timely acquisition of all required, recommended and optional texts in addition to other academic and/or curriculum requirements (lab requirements, etc.)
 - a. The Contractor shall maintain a sufficient variety and quantity of inventory to satisfy demand and meet sales goals.
 - b. The University will not be liable whatsoever to the Contractor for loss or damage sustained by the Contractor in the event estimates furnished differ from actual demand.
19. Contractor shall maintain a trade section of relevant study materials, local history, and faculty authors.
20. Contractor shall provide a convenient method for faculty to purchase or rent Commencement Regalia.
 - a. Any change in regalia must be coordinated through the contract administrator and approved by the Events and President's Office.
 - b. Oak Hall is the current regalia provider for the University
21. The Contractor shall maintain faculty communications including:
 - a. Contractor shall provide a convenient and efficient method for faculty to place textbook adoptions.
 - b. Associated marketing and notifications regarding course material adoptions are the responsibility of the Contractor.
 - i. Adoption deadlines shall be communicated to faculty as needed throughout the adoption period
 - c. Communicate Problem Title requests
 - d. Provide viable cost savings adoption options to benefit students
22. Upon request, the Contractor shall sell University developed course materials required for University courses.
 - e. The Contractor shall be responsible for all costs associated with the duplication of these course materials and shall sell them to students at cost plus a reasonable profit not to exceed a 30% gross margin. Adhering to copyright laws, securing necessary permissions and payment of those permissions shall be the sole responsibility of the Contractor.
23. The Contractor shall be solely responsible for the disposition of any and all damaged or surplus books and merchandise.

Textbook, Course Material and/or Merchandise Sales

24. The Contractor shall provide the highest possible quality of cost-efficient course material sourcing and/or retail operations for students
25. The Contractor shall determine and establish the selling price of all items offered for sale provided the following provisions are maintained:
 - a. Dynamic pricing shall be employed on all applicable textbooks with the goal of reducing costs for students.
 - b. New textbooks shall be sold at or below publisher-suggested retail price.
 - c. Used books shall be sold at or below 75% of the new book retail price.

- d. The price of each item offered for sale shall not exceed the manufacturer's suggested retail price nor shall the selling price of each item exceed the normal retail price of identical items offered for sale by merchants in the local area.
 - e. The Contractor shall clearly mark all items as to their retail price. All prices shall be posted in a conspicuous place.
 - f. The University will have input into the general price structure for all books and products offered by the Contractor.
 - g. University's Residence Life policies regarding merchandise that is disallowed in the residence halls shall be taken into consideration when selecting general merchandise for resale.
26. The Contractor shall provide and/or offer used book inventories and resale, as well as other reduced cost alternatives to the fullest extent possible.
27. The Contractor shall provide course materials in a variety of formats, including but not limited to:
- a. New books, used books, rental books, e-books, inclusive access, access cards and bundles; course packs, customer publications, foreign titles and POD titles as adopted by faculty for their courses.
 - i. Contractor shall support delivery of Open Access/Open Educational Resources materials as needed.
 - ii. Special orders shall be available to accommodate needs of individual students and departments.

Textbook Buyback

28. Contractor shall offer a textbook buyback at the beginning and end of each semester. Marketing, funding, logistics and space reservations for the buyback shall be the responsibility of the contractor in accordance with campus policy.
29. Contractor shall offer a daily textbook buyback within the Bookstore operation.
30. *See Questionnaire for buyback plan info.*

Payment Options, Refunds, and Exchanges

31. Contractor shall afford to Bookstore customers the greatest variety of payment options possible to include but not be limited to:
- Cash
 - Valid Check
 - Credit Cards
 - Eagle One Cards
 - Departmental Charges
 - Financial Aid
 - Gift Cards
32. Any costs associated with accepting each method of payment shall be the sole responsibility of the Contractor.
33. PCI compliance is the sole responsibility of the contractor; the University will not be in PCI scope under the contractor's compliance plan.
34. The Contractor must identify and implement a refund and exchange policy, which will be approved by the University. These policies shall be posted in conspicuous places including but not limited to:
- a. Bookstore's website
 - b. Attachments to customer receipts

Bookstore Signage and Advertisements

35. The University reserves the right of prior approval for any and all signs, posters or other bookstore advertisement placed on University premises. Contractor shall adhere to campus policies regarding advertising, adhering to University graphic standards.
- a. [Branding Standards and Visual Identity Toolkit Information](#)

Contractor Employees and Hiring (*Applicable to Bookstore and/or Retail Operations Contractor.*)

36. Contractor's Employees:

- i. Contractor shall provide priority consideration, within its standard recruitment process, to current bookstore personnel for positions available under its operations.
- ii. The Contractor shall maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them. Efficient operation must be maintained to meet the demands of the size of the University during all intervals of the academic year.
- iii. Employees shall be cross trained, able to assist customers in all areas of the operation. Personnel policies shall be consistent with all federal, state, and local laws and University directives. Evidence of stated qualifications shall be made available to the University upon request.
- iv. If so requested by the University, one or more current state employees may elect to continue to be paid by the University. In such a case, the University will invoice successful proposer for its actual costs, including all associated benefits and associated payroll expenses. Otherwise, the Contractor shall directly employ and supervise all bookstore staff at the University. The Contractor shall have complete authority and responsibility for the staff, including provisions for workers compensation, unemployment medical coverage and all other benefits and benefit plans.
- v. *See Attachment A for Current Bookstore Organizational Chart*

37. To the fullest extent possible, University students, of good academic standing, should be employed as part of the regular bookstore-staffing schedule. Such employment should be educational as well as remunerative, with the Contractor encouraged to consider internships and other cooperative ventures with academic departments. All University student employees shall be employees of the Contractor, not the University, and all employees will be clearly informed that they are not University employees.

Compliance

38. The Contractor shall be required to conform to all pertinent University regulations concerning parking, safety, security and access, publication standards, design standards, etc. Special exceptions may be acceptable upon written mutual consent of both parties.
39. The Contractor shall comply with all federal, state, and local laws and regulations relating to the operation of a retail bookstore including the collection and remittance of sales taxes.
40. Contractor shall ensure appropriate FERPA (Family Educational Rights and Privacy Act) requirements are maintained.

Use of Existing and/or Mandatory University Contracts

41. The Contractor shall provide special order services for academic regalia and coordinate with event staff on Graduation and other events, including utilization of current contractors for services.
 - i. *See Attachment I: University Exclusive Contracts*

Bookstore Facility Space, Maintenance and Utilities

42. The University will provide dedicated space for the management and operation of each campus bookstore.
 - a. The Contractor shall be responsible for the recovery cost of \$100,000.00 to be paid annually to the University.
 - a. *See Attachment C for Current Location Square Footage*
43. The University will provide the following basic services to the same degree as is standard for all other University departments and facilities.
 - a. Cleaning of the external areas where applicable

- b. Electric (lights and outlets)
 - c. General Building maintenance
 - d. Heating and air conditioning
 - e. Internet Connections
 - f. Maintenance of University fixtures
 - g. [Parking Permit information](#)
 - h. Smoke/heat alarms
 - i. Snow removal
 - j. Trash removal from the University's designated point
 - k. Water and sewer
44. Contractor shall be responsible for the following, which must be compatible with and meet university specifications.
- a. The Contractor is responsible for the cost of voice and data lines on-site and shall reimburse UMW monthly. (Rates are subject to change per utility charges.)
 - i. Current rate of \$22 per line for monthly recurring service.
 - ii. Long Distance is five cents per minute
 - b. Computers
 - c. Copier and Supplies
 - d. Equipment
 - e. Furniture
 - f. Housekeeping Services
 - g. Internet hardware
 - h. Parcel Delivery and Freight
 - i. Printer and Fax Machines
 - j. Telephone Hardware
 - i. Must purchase hardware that is compatible with University communication system.
 - k. US Mail
45. The Contractor shall be responsible for the proper collection and removal/disposal of all trash, garbage, shipping containers, boxes, skids, etc., from the interior of the bookstore facility and deposited in the appropriate disposal container, e.g. trash/garbage in dumpsters, cardboard flattened and deposited in cardboard recycling containers, etc.

Furnishings, Renovations and Maintenance

46. The Contractor shall furnish all furniture and fixtures necessary for the proper execution of bookstore operations. This shall include, but not be limited to, office furniture, cash registers, credit card terminals and printers, special merchandising and sales displays, etc.
47. The Contractor will maintain the space, furniture and equipment in a clean, safe and functional condition to the satisfaction of the University and return it to the University upon contract completion, in the same or better condition as when received, normal wear excluded. The Contractor shall be responsible for cleaning and minor repairs to include but not be limited to floors, doorways, walls, ceilings, windows, all furniture, fixtures, and equipment, including carpeting.
48. The Contractor shall have the option of purchasing existing fixtures.
49. The Contractor shall not proceed with any structural modification and/or alterations prior to written University approval. At the commencement of the contract, the Contractor and the University shall perform a joint inspection of the space, furniture and equipment. A written agreement will be reached concerning the condition of each item. At approximately thirty (30) days prior to completion of the contract, the Contractor and the University will perform a similar inspection to determine the Contractor's liability. The Contractor shall be responsible for any replacement and maintenance which was caused by its negligence, loss or wear beyond normal use.
- i. Any Renovation and/or construction designs by the Contractor shall be accompanied by layout examples and must be approved by the University prior to construction.

- ii. The Contractor shall be responsible for all alterations, maintenance and repair of its assets on/off site.
- iii. Any proposed renovations/upgrades to the existing and/or off campus space and fixtures shall be presented to the University for approval. Modifications that require a building permit in existing buildings will be approved through the Facilities Management Department. If an off-campus location is utilized the local governing authority will issue any necessary building permits and the contractor should work directly with the appropriate local office.

50. Contractor shall comply with the approved architectural rendering(s) of the footprint(s).

Information Technology Security and Integrations

- 51. Contractor shall operate in compliance of and solely responsible for all PCI regulations
- 52. Contractor shall be responsible for their own technology equipment and maintenance.
- 53. Contractor shall operate on a separate VLAN network from the University
- 54. University Information Technology department will review and approve proposed banner integrations.
- 55. Contractors shall include a detailed project plan for required integrations.
- 56. *See Attachment N: Hosted Technology Service Addendum*

Security

- 57. The University will provide basic services to the same degree as is standard for all other University departments and facilities.
- 58. The University will control the distribution of keys to the bookstore spaces.
- 59. The Contractor shall provide its own anti-theft/security hardware and software.

Overall Benefit to the University

- 60. Contractors shall present all creative, viable operational models to provide the best possible solution for students and the University, including creative solutions; menus of options to provide best service and quality at best prices and financial return to the university.
- 61. The Contractor shall fully support the academic, cultural and social environment of the University. The Contractor shall endeavor to take every opportunity to offer special merchandising programs based upon the University's ongoing and unique activities.
- 62. Contractor shall follow approved plan to contribute to the University of Mary Washington community for the enhancement of its academic programs, student activities, Athletics programs, and benefit of individual students.
- 63. Contractor shall follow approved implementation schedule for services.

C. Questions to Contractor:

- 1. See Attachment J for Questionnaire

VIII. CONTRACT ADMINISTRATION:

- A. The Interim 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 services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the 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. TENTATIVE TIMELINE AND KEY DATES SUBJECT TO CHANGE

- A. March 26, 2018; 10:00 AM-3:00 PM in University Center, Colonnade Room; *Mandatory* pre-proposal conference and Tour
- B. April 3, 2018 at 2:00 PM; Cut-off of acceptance of Offeror questions
- C. April 13, 2018 at 2:00 PM; Proposals are Due
- D. Week of May 21-25, 2018; Offeror On-site Presentations
- E. July 2018; Intent to Award
- F. August 2018; Kick-off Meeting with all University Stakeholders

See [Academic Calendar](#) for additional UMW information.

X. 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
Quality of Proposal: Customer Service and Support to the University Concentration on University Partnerships Unique Marketing and Public Relation Opportunities	35
Pricing and Financial Package: Course Material Pricing to Students Financial Return to the University Additional Financial Contributions to the Campus Community	30
Capability: Experience and qualifications for providing similar solutions Quality Service and Retail Offerings, including Sustaining adequate Inventory	15
Plan & Methodology: Specific Plan to Implement Solution Organization and Adequate Personnel Staffing to Support University Demand	15
Small Business Subcontracting Plan	5
Total	100

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: <http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/>

XII. SPECIAL TERMS AND CONDITIONS

A. SOLICITATION:

1. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). 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, 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.
 2. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for (one hundred and twenty days) (120) days. At the end of the (one hundred and twenty) (120) days the bid/offer may be withdrawn at the written request of the Offeror. *If the Offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.*
 3. **FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS:**
Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:
 - a. Requests from Offerors to any departments of the University, with the exception of Procurement Services, for information, comments, etc.
 - b. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
 - c. Contact with any individuals participating on the selection committee.Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:
 - a. Pre-proposal conference
 - b. Oral presentation, if requested
 - c. Site visits, etc.
- ANY FAILURE TO ADHERE TO PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY OFFERORS PROPOSAL AND/OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.
4. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the jobsite 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.
 5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package). The envelope or package should be addressed as directed on Page 1 of the solicitation. If a proposal is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or 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

6. **MANDATORY PREBID/PREPROPOSAL CONFERENCE:** A mandatory prebid/preproposal conference will be March 26, 2018 at 10:00 AM in the Colonnade Roome at 1301 College Avenue, Fredericksburg, VA. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders/offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Bids/Proposals will only be accepted from those bidders/offerors that are represented at this prebid/preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:10 AM. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

A. **CONTRACT:**

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. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Such newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **ARMICS:** Compliance with the Agency Risk Management and Internal Control Standards (ARMICS) and PCI DSS must be certified annually to satisfy the requirements of the Commonwealth of Virginia, therefore, Contractor shall complete, sign, and provide to the University, prior to Execution of any Agreement, the [University's Certification of Internal Control and Payment Card Industry Data Security Standards Compliance](#). Contractor also agrees to provide University with its most recent audited financial report upon request, not more frequently than annually, in order to validate its compliance with the above
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.
4. **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. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UMW PROPERTY:** All contractor staff considered for employment on any property owned, leased or otherwise acquired by UMW, shall require a driving record, Virginia State police Criminal history, nationwide criminal history or other University-specified types of background check; the cost of which shall be incurred by the Contractor. All criminal conviction information shall be provided to the

University prior to the candidate being accepted into the position. Information from background checks must include, but not be limited to: any and all criminal convictions, the charge(s) and date(s) of occurrence, the disposition/sentence (if any), jurisdiction, and type of court. The University prefers to receive ALL criminal conviction historical information, not just the most recent seven (7) years of data.

6. **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.
7. **CONTINUITY OF SERVICES:** The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - i. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
8. **CONTROLLING VERSION OF SOLICITATION:** 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.
15. **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.
16. **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.

17. **FRATERNIZATION:** The University is entrusted with the safety of all students at all times while on campus grounds. 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.
18. **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, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
19. **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.
 - a. The Contractor shall make all contracts in its own name, and will be responsible for any goods purchased by the Contractor.
 - b. Contractor shall be responsible for any other obligations or liabilities assumed or created by the Contractor for the purposes of providing bookstore operations, etc.
 - c. All operating expenses are the sole responsibility of the Contractor.
 - d. The University of Mary Washington reserves the right to prohibit products from sales that it considers inappropriate to the educational mission of the Institution and to current University contractual obligations.
20. **OFFEROR'S REPRESENTATION:** Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The 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 Offeror from any obligations with respect to its proposal or to the contract.
21. **ORDER OF PRECEDENCE:** Any relationship as a result of this RFP will be governed by a Contract that the Offeror must execute with the University. If it is determined by the University that any part of this RFP is in conflict between the terms and conditions of the Contract, the terms of the Contract shall prevail. Offerors should review the Contract (which will include General and Special terms and conditions detailed in this document) and if there are any proposed changes, submit a Word format redline markup as part of the RFP response.

22. **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.
23. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for (nine)/(successive one-year periods) or as negotiated, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
24. **RIGHT OF REFUSAL/CONTRACTOR REPRESENTATION:** At any time, during any term of the contract, the university reserves the right to request replacement of onsite management or other direct representation of the contractor in order to preserve and protect the contract relationship and to ensure continued contract performance in alignment with University Contract goals.
25. **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.
26. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- a. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 - b. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

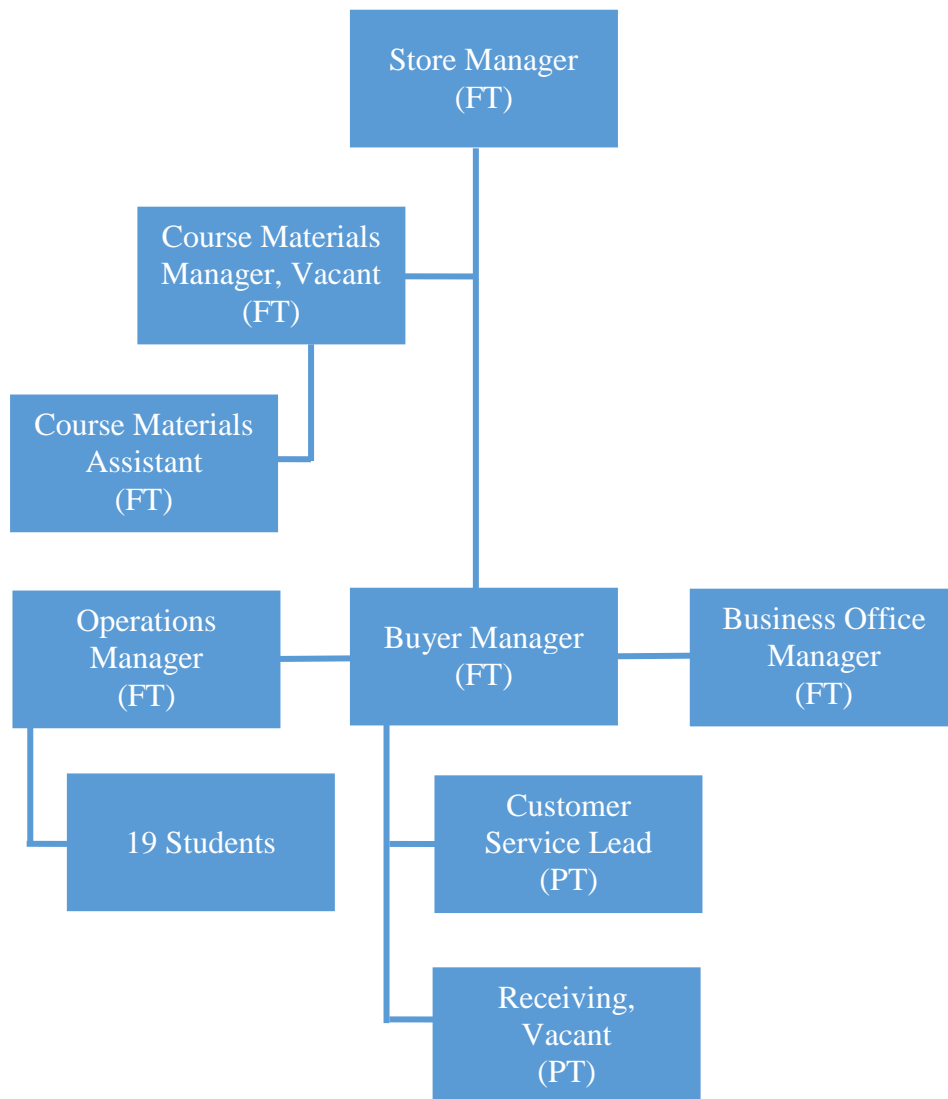
27. **STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace*, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. 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.
- a. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html
 - b. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia
28. **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.
29. **WORK SITE DAMAGES:** 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.
30. **METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:
- a. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000.00 or less.*
 - b. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
 - c. 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 the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984.
 - d. To be considered eligible for payment, **all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:**
University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

XIII. ATTACHMENTS

1. Attachment A: Current Bookstore Organizational Chart
2. Attachment B: Operating Hours
3. Attachment C: Current Location Square Footage
4. Attachment D: Sales and Inventory Summary
5. Attachment E: NACS Report FY16-17
6. Attachment F: Student and Course Count
7. Attachment G: Special Events and Remote Sales Opportunities
8. Attachment H: Current Sale Items by Department
9. Attachment I: University Exclusive Contracts
10. Attachment J: Contractor Questionnaire
11. Attachment K: RFP 18-797 Proposal Submission Checklist
12. Attachment L: RFP Comparison Worksheet
13. Attachment M: Small Business Subcontracting Plan
14. Attachment N: Hosted Technology Service Addendum

Attachment A

Current Bookstore Organizational Chart



Attachment B
Operating Hours

- A. Operating Hours while Classes are in Session:
 - a. Monday - Thursday 8am-6pm
 - b. Friday – 8am-5pm
 - c. Saturday – 10am-4pm
 - d. Sunday – Closed

- B. Special Event Hours:
 - a. RUSH
 - i. Sunday – 11am-5pm
 - ii. Monday – Thursday 8am-7pm
 - iii. Friday – 8am-5pm
 - iv. Saturday – 11am-4pm
 - b. Commencement:
 - i. Friday Graduate Ceremony – 8am-7pm
 - ii. Saturday Undergraduate Ceremony – 7am-2pm

- C. Events requiring extended hours of operation include, but are not limited to:
 - a. Orientations
 - b. Family Weekend
 - c. Reunion Weekend
 - d. Homecoming
 - e. Move-In Day(s)

Attachment C

Current Location Square Footage

Location	Specific Area	Individual Square Footage	Total Square Footage
Fredericksburg	Sales Floor	6,816	
Fredericksburg	Storage Space	2,060	
Fredericksburg	Office/Other	839.70	
Fredericksburg	All		9715.70
Stafford	None	None	

Attachment D

Sales and Inventory Summary

Sales	<u>2017</u>	<u>2016</u>	<u>2015</u>
In store	1,929,994	2,209,347	2,111,639
Web	206,972	221,519	248,028
Total Sales	2,136,966	2,430,866	2,359,667
Year End Inventory	382,158	407,374	335,033
	Backed up Merchandise Receipts	Moved inventory date to March to accommodate June Events.	June

Attachment E
NACS Report FY16-17

		1st QTR Totals		2nd QTR Totals		3rd QTR Totals		4th QTR Totals		YTD	YTD
		FY16	FY17	FY16	FY17	FY16	FY17	FY16	FY17	2016	2017
10-10-10	New Text	\$624,275	\$576,317	\$17,198	\$9,389	\$368,482	\$337,798	\$52,566	\$43,809	\$1,062,520	\$967,313
10-10-20	Bundle	\$0	\$26	\$11	\$0	\$228	\$4,259	\$0	\$0	\$238	\$4,284
10-10-40	Course Pack	\$3,748	\$4,916	\$58	\$41	\$6,052	\$6,063	\$0	\$0	\$9,857	\$11,019
10-10-50	Digital	\$225	\$0	\$48	\$0	\$58	\$0	\$0	\$0	\$331	\$0
10-20-10	Used Text	\$204,060	\$284,075	\$5,627	\$4,590	\$151,157	\$173,394	\$19,789	\$17,811	\$380,634	\$479,870
Non-Merch RNR Charges											
Dept 10	Rentals	\$0	\$102,351	\$2,267	\$1,926	\$75,998	\$84,912	\$6,680	\$3,632	\$84,945	\$192,822
Deot 10	Rental Rebates A/R	\$40,415	\$57,606	\$4,668	\$996	\$44,316	\$41,069	\$4,563	\$1,493	\$93,962	\$101,164
Subtotal		\$832,308	\$866,961	\$22,940	\$14,019	\$525,976	\$521,503	\$72,356	\$61,620	\$1,453,580	\$1,464,103
60	Trade Books	\$3,760	\$1,989	\$1,467	\$2,699	\$6,911	\$12,918	\$4,670	\$3,429	\$16,809	\$21,036
Subtotal		\$3,760	\$1,989	\$1,467	\$2,699	\$6,911	\$12,918	\$4,670	\$3,429	\$16,809	\$21,036
20	Apparel	\$102,053	\$97,342	\$98,545	\$109,467	\$78,807	\$70,272	\$122,454	\$117,790	\$401,858	\$394,870
30	Supplies	\$36,558	\$32,475	\$6,734	\$7,009	\$27,836	\$23,805	\$5,652	\$7,034	\$76,780	\$70,324
40	Computer/Electronics	\$8,864	\$7,560	\$7,677	\$7,233	\$8,277	\$7,079	\$3,725	\$3,246	\$28,543	\$25,117
50-10	Gits, Non-Insignia	\$1,103	\$1,191	\$1,365	\$887	\$1,164	\$690	\$2,524	\$2,214	\$6,156	\$4,983
50-20	Gifts, Insignia	\$28,146	\$25,939	\$30,189	\$30,686	\$44,052	\$39,196	\$49,203	\$45,966	\$151,590	\$141,788
70	Dept Special Orders	\$40,662	\$24,836	\$2,040	\$2,668	\$2,962	\$1,856	\$52,385	\$33,152	\$98,048	\$62,511
80	Food	\$21,409	\$16,765	\$21,785	\$21,391	\$19,881	\$21,124	\$16,481	\$17,937	\$79,556	\$77,216
81	Sundries, Stamps	\$3,686	\$3,684	\$4,245	\$5,027	\$4,751	\$5,059	\$2,600	\$3,022	\$15,283	\$16,792
90	Regalia	\$0	\$0	\$0	\$0	\$48,649	\$48,157	\$7,636	\$7,329	\$56,285	\$55,486
Subtotal		\$242,480	\$209,792	\$172,580	\$184,369	\$236,379	\$217,237	\$262,661	\$237,690	\$914,100	\$849,087
Non-Merch	Gift Cards (init. sale+payins+web)	\$3,205	\$1,802	\$910	\$985	\$794	\$890	\$4,280	\$6,510	\$9,189	\$10,187
Non-Merch	Pop Up Vendors	\$750	\$750	\$1,215	\$525	\$450	\$750	\$0	\$0	\$2,415	\$2,025
Non-Merch	Shipping	\$1,597	\$1,360	\$3,397	\$1,759	\$2,353	\$1,672	\$3,201	\$3,546	\$10,547	\$8,337
Non-Merch	RNR & Admin Fees	\$10	\$260	\$30	\$0	\$3,521	\$2,720	\$2,280	\$1,802	\$5,841	\$4,782
Subtotal		\$2,357	\$2,370	\$4,642	\$2,284	\$7,117	\$6,032	\$6,005	\$5,498	\$20,121	\$16,184
Total		\$1,080,905	\$1,081,113	\$201,630	\$203,371	,383	\$757,690	\$345,692	\$308,237	\$2,404,610	\$2,350,410

Attachment F
Student and Course Count

Undergrad Classes

Location	Term	Number of Classes	Number of Students	Full Time Enrolled
Fredericksburg	Summer 2017	212		
Fredericksburg	Fall 2017	1154	4381	3930.13
Fredericksburg	Spring 2018	1168	4036	3721.80
Stafford	Summer 2017	32		
Stafford	Fall 2017	86	404	233.08
Stafford	Spring 2018	96	294	204.08

Graduate Classes

Location	Term	Number of Classes	Number of Students
Stafford	Summer 2017	32	189
Stafford	Fall 2017	86	410
Stafford	Spring 2018	97	333

Attachment G

Special Events and Remote Sales Opportunities

- A. Special Event Hours
 - a. RUSH
 - i. Sunday – 11am-5pm
 - ii. Monday – Thursday 8am-7pm
 - iii. Friday – 8am-5pm
 - iv. Saturday – 11am-4pm
 - b. Commencement:
 - i. Friday Graduate Ceremony – 8am-7pm
 - ii. Saturday Undergraduate Ceremony – 7am-2pm
 - c. Great Lives Lecture Series
 - i. January through April
 - ii. Tuesdays and Thursdays
 - iii. 7:30pm-9:30pm
 - iv. <http://www.umw.edu/greatlives/>
- B. Special Events with Remote Sales Opportunities
 - a. Grad Fair
 - b. Faculty Author Celebrations
 - c. MLK Lecture
 - d. Department of English
 - e. Anderson Center
 - i. Home Basketball Games
 - ii. Volleyball Matches
 - f. Homecoming
 - i. At Athletic Field Locations
 - g. Multicultural Fair
 - h. Pop-Up Store Events
 - i. Pop-Up Visiting Vendors
 - j. Alumni Events

Attachment H

Current Sale Items by Department

- A. Convenience Store
 - a. Beverages
 - i. Adhere to exclusive beverage contract with Pepsi
 - b. Food
 - i. Breakfast
 - ii. Snacks
 - iii. Limited Grocery
 - iv. Frozen Items
 - c. Health and Beauty
 - d. Apparel and Gifts
 - e. Trade Book Department
 - i. Offers local history, UMW faculty authors, published students, best sellers
 - ii. Supports multiple campus events throughout the year
 - iii. Facilitate Special Orders
 - f. Textbook Department
 - i. Paper, hardback, trade, special orders, digital content, inclusive access
 - ii. Course packs produced on campus
 - iii. Bookstore Operator responsible for securing and documenting copy right permissions
 - iv. Textbook Buyback
 - 1. A daily buyback is currently offered
 - v. Facilitate Special Order Requests
 - vi. Facilitate Delivery of Open Educational Resources
- B. Customer Service Desk
 - a. General store duties
 - b. Information hub for campus
- C. Stafford Campus, Hudson Gates Buildings
 - a. Course materials for classes taught at Stafford campus are currently provided through MBS Direct

Attachment I
University Exclusive Contracts

- A. Balfour
 - a. Academic Regalia*
 - b. Announcements
 - c. Rings
 - d. [Contract Details](#)
- B. Chappell Graduation Images
 - a. Official Commencement Photography
 - b. [Contract Details](#)
- C. Pepsi
 - a. Beverages
 - b. [Contract Details](#)
- D. Swiss Post Solutions
 - a. Campus copy center and mail
 - b. [Contract Details](#)
- E. Sodexo
 - a. Exclusive Food Services Contract
 - b. [Contract Details](#)
- F. Caldwell & Gregory
 - a. Laundry Services
 - b. [Contract Details](#)

*Regalia is provided by Oak Hill. Although this is not an Exclusive Contract, any change in vendor or regalia offerings will require approval of Events and/or President's Office.



Attachment J

Contractor Questionnaire RFP 18-797

(Information and Plans may be submitted in separate attachments.)

Considering current bookstore operations, Offerors should present all viable operational models to provide the best possible solution for students and the University. Offers should include creative solutions; menus of options to provide best service and quality at best prices and financial return to the university. Contractors may segment proposals.

Quality of Proposal

1. Courses materials for classes taught on the Stafford campus are currently provided through MBS Direct. What approach would be taken to serve this population? *See Attachment F for Student and Course Count.* Note: there are some courses cross listed with those on the Fredericksburg Campus; these materials are carried in store.
2. Describe mechanism for collecting course materials adoptions.
 - a. List adoption due dates for spring, summer, fall.
 - b. How are faculty notified of due dates and procedures?
3. Describe use of campus partnerships to reach contract goals.
4. Explain methods to relieve UMW of PCI Compliance responsibility, with responsibility being that of the Contractor.

5. Describe scholarships and associated amounts that would be offered for students.
6. Explain Contractor's procedure for obtaining copyright approvals.
7. A Detailed project plan and timeline must be provided.
 - a. Include services required of UMW staff for implementation and system maintenance.
8. Include project plan for all integration needs, including but not limited to Banner and Blackboard, detailing steps Contractor will take to ensure seamless integration between Contractor's software and University software. Also, include previous experience conducting this process.
9. Provide promotional examples the Contractor has used to increase university merchandising opportunities.

10. Describe methodology for annual Grad Fair celebrations for Undergrad and Graduate candidates.

11. Describe return policy.

Pricing and Financial Package

12. A plan to facilitate a streamlined process for textbook sourcing including:
- a. Cost effective options for students
 - b. Cost effective options for the library to have two additional copies of the text book on hand
 - c. An evaluation of mobile operations for potential off-campus opportunities, such as athletic events and off-site museums
 - d. Suggestions to enhance the text book sourcing experience for students
 - e. Suggestions to increase university merchandising on campus and throughout the community.
13. Offerors should provide multiple course material options that offer savings to students. Describe offerings and quantify savings to students.

14. Outline how Contractor would coordinate buyback structure and procedures; how are prices paid to students determined?
15. Describe Contractor's plan to purchase existing inventory. *See Attachment D.*
16. Clearly define what constitutes "commissionable revenue".
17. Clearly define ALL exemptions from "commissionable revenue".
18. Projected financial performance, to include contribution to the University. Complete information requested on Attachment L: Bookstore RFP Comparison Worksheet, adding lines as needed.



Capability

19. Offerors shall present a list of all contracts that the company no longer operates (within last five years), with a name and telephone number for a contact person at the facility location, and a reason for loss of contract.
20. Offerors shall present an example of a successful bookstore and/or retail facility operated by their company, with a name and telephone number for a contact person for the facility location.
21. Resumes for proposed key personnel must be included.
Attach Separately

Plan & Methodology

22. Discuss options for current state employees to remain on UMW Payroll with reimbursement by Contractor.
23. How will the Contractor ensure appropriate FERPA (Family Educational Rights and Privacy Act) requirements are maintained?

24. Describe sourcing methods and their relation to course materials costs to students.
25. Present recommendations for a licensing plan, including Contractor's experience working with a self-licensed University.
26. How will the Contractor coordinate efforts with existing contracts and pop-up vendors for campus walk sales?
27. Offerors shall present an architectural rendering of possible footprint(s)
28. Offerors must present an implementation schedule for proposed services

ATTACHMENT K

RFP 18-797 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

- No Questions Accepted after April 3, 2:00 PM. All Questions must be directed toward the Procurement Officer for this solicitation: Angie Lilly, alilly2@umw.edu, and 540-654-1057.
- Proposal Due Date: April 13, 2018 at 2:00 PM - Proposals submitted after 2PM 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 cover page.
- ☐ Any/All signed addenda.
- ☐ Description of the Offering firm's history and expertise.
- ☐ Completed Attachment J, Contractor Questionnaire.
- ☐ Completed Attachment M, Small Business Subcontracting Plan.
- ☐ Completed Attachment L, Comparison Worksheet
- ☐ Any exceptions taken to University's Terms and Conditions.
- ☐ Current Certificate of Liability Insurance

Attachment L
RFP Comparison Worksheet

See separate Microsoft Excel attachment
for completion of fillable document.

TO: University of Mary Washington Supplier Community

FROM: Lynne Richardson *LR* 12/12/17
Interim Vice President for Administration and Finance

RE: University Supplier Diversity Initiative

Greetings, University Supplier Community:

In order to achieve the University's mission of "providing a superior education that inspires and enables our students to make positive changes in the world," UMW relies on the support of its supplier community to provide necessary goods and services through its procurement processes.

A vital part of University procurement is its commitment to doing business with Virginia-certified small, women-owned, and minority-owned businesses and developing long-term partnerships in order to support both the mission of the University and the economic growth of the businesses in a fiscally responsible manner.

The University asks its suppliers to certify with the Department of Small Business and Supplier Diversity if qualified, or to show support for these certified businesses by establishing subcontracting alliances with these businesses. If vendors require assistance with small business certification, please contact the University's Small Business Development Center (SBDC) or the University's Procurement Services office.

Large businesses also play an important role in supporting the University's initiative by subcontracting work to Virginia-certified small businesses. If large businesses need assistance in locating small businesses for subcontracting, please visit the DSBSD website, or contact the University's Procurement Services office. Reporting small business subcontracting spend on a monthly or quarterly basis to the University's Procurement Services office is easy; a reporting template is located on Procurement's webpage: <http://adminfinance.umw.edu/procurement/swam-2/swam-reporting/>

As an agency of the Commonwealth of Virginia and as a community of globally minded citizens, this initiative is important to the University.

Again, the University thanks you for your continued support and partnership.

UNIVERSITY OF MARY WASHINGTON
Hosted Technology Services Addendum

VENDOR NAME: _____

VENDOR 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. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from their hosting company and give the results to the University. The University should not have to request the report directly from the hosting company, or sign a nondisclosure agreement to receive it.
- 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.

AGENCY

University of Mary Washington

VENDOR

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____