

REQUEST FOR BIDS

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Proposals will be received until 3:00PM EST, December 18, 2024

REQUEST FOR PROPOSALS

RFP #25-01 Bookstore Management Services

SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1 The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms in order to establish a contract for providing Bookstore Management Services for students, faculty and staff of Blue Ridge Community & Technical College, hereinafter referred to as the "College".

1.2 Schedule of Events:

Release of RFP: November 15, 2024

Questions Due Date: December 4, 2024

Answers to Questions Posted: December 11, 2024

Proposal Due Date: December 18, 2024

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

Kevin Cappello
Contract and Procurement Specialist
Blue Ridge Community & Technical College
13650 Apple Harvest Drive
Martinsburg, WV 25403
kcappell@blueridgectc.edu

1.4 Posting of Information: This RFP and any addenda, will be posted on the Blue Ridge CTC website, <https://www.blueridgectc.edu/about-blue-ridge/finance-office/purchasing/rfps/>

1.5 Questions and Answers: Questions concerning this RFP will be received via email by the point of contact until December 4, 2024. When submitting questions please reference RFP #25-01 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Bid Submission: Deliver an original and five (5) copies of the bid on or before the date required in Section 1.2. The outside of the envelope should be sealed and prominently reflect RFB 2501. All proposals must be received at 13650 Apple Harvest Drive, Martinsburg, WV 25403 by 3:00pm EST deadline.

Proposals received after 3:00pm EST will not be considered. It is the bidder's sole responsibility to ensure timely delivery of the proposal.

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

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

1.9 Independent Bid: A bid will not be considered for award if the price in the bid was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor.

1.10 Rejection of Bids: The College reserves the right to accept or reject any or all bids, in part or in whole, at its discretion. The College reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the College confers no rights upon the bidder nor obligates the institution in any manner.

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

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

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

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

1.15 Public Record: All documents submitted in response to the RFP and any documents created as a result of this RFP are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at the institution.

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

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

1.17 Contract Term: This contract will be effective from May 1, 2025 – April 30, 2030 with the option of five (5) 1-year renewals.

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

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

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

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

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

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

1.24 State Debt: By submitting a bid, the Vendor affirms they owe no debt to the State of West Virginia.

SECTION 2: ELIGIBILITY REQUIREMENTS

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

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

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

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

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

2.6 WV Ethics Commission Disclosure Statement – WV State Code §6D-1-2 requires that for contracts with an actual or estimated value of at least \$1,000,000, the Vendor must submit a disclosure of interested parties form prior to contract award. See Exhibit C.

SECTION 3: BACKGROUND

3.1 Most recent student population for the College is 4,247. The College projects stable enrollment for the next few years.

3.2 Currently, the College has dedicated 800 square feet of space at the Tech Center campus for a bookstore. The current Vendor sells new books, used books, and general merchandise through the bookstore. The current Vendor accepts major credit cards, personal checks, cash and student financial aid credit.

3.3 The fiscal year 2024 (July 2023 - June 2024) gross sales reported by the current Vendor were \$476,759.93.

SECTION 4: SPECIFIC REQUIREMENTS

4.1 Company History & Qualifications

- A. The Vendor shall be knowledgeable about the changing college and university bookstore trends, new technologies, legislation, new marketing ideas, new merchandise, and changes evolving throughout the general bookstore industry. The Vendor shall incorporate programs of action in response to these changes and trends into the College Bookstore operation and services, as deemed applicable to the college and university bookstore market segment.
- B. A detailed description of the Vendor's background, experience, and qualifications to operate a college or university bookstore must be provided. The Vendor must provide a list of five (5) college/university references where the Vendor has operated for a

minimum of five (5) years, preferably similar in student body size to the Blue Ridge Community & Technical College. References must include name and address of facility, full time student enrollment, dates of service, and contact person's (with authority over bookstore operations) name, telephone number, and email.

4.2 Textbook, Reference, & Trade Book Offerings

- A. The Vendor shall stock in sufficient quantity, display, and offer for sale:
 - All required, recommended, and suggested text and course books, whether new or used, in editions specified by the faculty or other designated departmental representatives
 - Digital and e-textbooks
 - Textbook rentals
 - Other educational materials and supplies used by the College's students
- B. In its provision of books, supplies, and materials, the Vendor will prepare (in a form acceptable to the College) and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester. The College will make reasonable efforts to see that each Vendor's bookstore management is given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered, as follows:
 - For the Spring semester, beginning in January, on or before October 10th;
 - For the Summer sessions, on or before March 6th; and
 - For the Fall semester, beginning in late August or early September, on or before March 20th.
- C. The Vendor shall provide timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Vendor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Vendor shall make every reasonable effort to supply items requested even when requests are not timely.
- D. In the case of grant and third party contracts that require specific course material and price, the College will provide the Vendor with the opportunity to price match for all required, recommended or suggested course materials. In the event that the Vendor is unable to price match, then the College is free to purchase the specific course material as requested by the third party contract agency or grantor.
- E. The Vendor shall make every possible effort to increase used book sales at the College by retaining used books purchased at the College, if required for the following semester, and by purchasing or acquiring used books from other bookstores and/or companies if necessary.

- F. The Vendor shall comply with the provision of Title 133 Procedural Rule - Higher Education Policy Commission Series 51 - Bookstores and Textbooks, herein identified as Appendix A. The Vendor will work collaboratively with the College in implementing the Procedural Rule.
- G. A description of the Vendor's plan to assist the College with the compliance requirements of the HEO Act of 2010, as it may be applicable to the operations of the Bookstore.
- H. The Vendor shall maintain a high-quality reference inventory that is current, relative, and supportive of the curriculum and interests of the faculty, students, and staff of the College. The Vendor must be responsive to advice relative to the stocking of reference books suggested by the College faculty members and/or administrators.
- I. Provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the College.
- J. The Vendor shall promote book signings and other academic and scholarly events as appropriate.
- K. Upon request of the College's Office of Accessibility Services, the Vendor will work directly with textbook publishers to obtain digital course texts and materials when digital and e-textbooks are not available for general purchase.

4.3 Marketing & Promotions

- A. The Vendor shall develop a yearly Marketing Plan in conjunction with and approved by the College. The Vendor shall bear all costs associated with the design, development, and printing of promotions, brochures, banners, newsletters, advertisements, and other materials.
- B. The Vendor shall provide special promotions frequently throughout each year of the contract, and will be expected to support New Student Orientation and other on- campus programs.
- C. The Vendor shall provide in the proposal a list of the promotions that will be provided during the academic year.
- D. The Vendor shall submit to the College Community Relations Representative for its prior approval, all advertising to be done off the College's campus or in other than College media. The Vendor shall withdraw any advertising from any location or media if the College should request that such advertising be withdrawn.

4.4 Website & Online Sales

- A. The Vendor shall develop a professional website which allows for online purchases.

- B. The website must allow students the option of purchasing or renting textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with the College receiving credit for the sale. The website should also be used as a means to market College licensed merchandise and products to students, alumni, parents, prospective students, and others.

4.5 Merchandising

- A. The Vendor shall offer a selection of "soft goods", such as school and office supplies, College emblematic apparel, memorabilia, spirit items, computer supplies and software, technical supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.
- B. The Vendor shall have exclusive rights for text book sales as well as offering all goods and services normally found in College bookstores and any such additional services as may be required by the College during the term of the contract. The College shall grant the Vendor the right to sell College licensed products.
- C. The College reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which the College considers offensive or inappropriate.
- D. The Vendor is expected to uphold the College's strong commitment to social responsibility.
- E. The Vendor shall NOT alter the College logo. All branded materials will feature the official Blue Ridge Community and Technical College logo in accordance with branding guidelines set forth by the College.

4.6 Personnel

- A. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure ongoing staff developmental needs are met.
- B. Vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Vendor, whom shall be solely responsible for the payment of their wages and benefits.
- C. The Vendor is encouraged to employ College students, when possible. Student employees of the Vendor are not to be paid less than the Federal minimum wage.

- D. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore must be available for review by the College.
- E. The College is committed to Equal Opportunity and Affirmative Action. The successful Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
- F. The Bookstore Manager and Departmental Managers assigned to the Bookstore by the Vendor must be approved by the College. Subsequent changes in these assignments are to be made by the Vendor only after prior consultation with, and approval of the College. The person selected by the Vendor to manage the Bookstore is to have extensive experience in the management of bookstore service in a College community. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with College students, faculty and staff.
- G. The College reserves the right to request replacement of the Bookstore Manager for good cause as determined by the College, or for actions considered to be not in the best interests of the College. Such actions will be taken only after consultation with Contract Administrators.
- H. Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the College.

4.7 Customer Service & Communications

- A. In order to determine that superior customer service is being provided to the College, a method to assess customer service shall be agreed upon by the College and the Vendor.
- B. It is understood that the College reserves the right to establish a Bookstore Advisory Committee. The Vendor's bookstore manager shall meet regularly with the Bookstore Advisory Committee, and with College officials to review bookstore operations. Further, the Vendor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with College officials, in the development and improvement of the Bookstore's program, services and policies. The Vendor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from College officials for the improvement of the Bookstore's program, services and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with Deans, Chairpersons, and other faculty members.

4.8 Sustainability Practices

- A. The Vendor is expected to uphold the College's strong commitment to environmental consciousness and responsibility. Describe programs and processes the Vendor will use to support the College's sustainability practices.

4.9 Technology

- A. Indicate the systems and procedures proposed for use in the following Bookstore functions or areas:
- Textbook and course materials management
 - Merchandise management
 - Student financial aid
 - Debit Card
 - General & trade book management
- B. Provide information about your automated Point-of-Sale (POS) system for recording, verifying, and reporting sales, including a brief description of automated system features. Indicate what type of back-up system or procedures are to be utilized in case the system is temporarily inoperative. Indicate compatibility of POS system with [Name of SFA System/Debit Card System].

4.10 Bookstore Policies

- A. The Vendor will be able to operate the Bookstore in the existing College Bookstore located at 5550 Winchester Ave, Martinsburg, WV 25405 on a 12-month basis, based on the College's academic calendar. The College reserves the right, upon consultation with the Vendor, to establish or change the service hours, plans or other methods of operation of the Bookstore.
- B. The Vendor shall operate according to the following pricing policies:
- All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
 - Textbook Pricing Policy shall be clearly stated and in accordance with the provisions of Title 133 Procedural Rule - High Education Policy Commission Series 51 - Bookstores and Textbooks.
 - All other merchandise shall be marked up to reflect a normal gross profit margin for the College bookstore industry or as pre-priced.
- C. The College may request and shall receive from the Vendor proof that the above pricing policies are being followed. Information shall be provided by the Vendor at the earliest possible time following its receipt of the College's request.

- D. In exceptional cases only involving changes in college bookstore market conditions that are outside of the Vendor's control, the Vendor may request a mutual review and decision with respect to pricing policies at any time during the year. The College and Vendor shall determine the effective date of any such changes in policies.
- E. The Vendor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, American Express and any future adopted college debit card. The Vendor may accept personal checks from students, faculty and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
- F. The Vendor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, rentals and discounts. The Vendor shall provide a refund policy that is developed with students' welfare in mind to encourage repeat business.
- G. The Vendor shall purchase used books from the students, faculty and others at the College based on a schedule that is practical and convenient to both the Bookstore and the College community according to the following policy:
 - If the Vendor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
 - If the Vendor does not have information as to the future use of a book or if the book will not be used a following semester, or will shortly be replaced by a revision announced by the publisher, the Vendor shall pay the price listed for the book in a textbook guide which the College and the Vendor agree to use for this purpose.
- H. The Vendor shall operate the Bookstore on a schedule that accommodates the academic calendar of the College community. Other operating hours may be requested by the College to accommodate special events and, under such circumstances; the Vendor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above shall be approved by the College.
- I. The Vendor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty and staff of the College for authorized sales of office and school supplies sold in the Bookstore. These sales shall not be considered a part of gross sales.
- J. The Vendor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the College should reasonably request and, if the College should so request, shall cooperate with the College in the College's prosecution of such individuals. The Vendor shall not have College

students arrested by public authorities or prosecuted without prior consultation with the College's President.

4.11 Facilities & Equipment

- A. The Bookstore operated by the Vendor shall be operated in the designated Bookstore space. Additions to or deletions from the existing space, or relocation of the Bookstore, may be made but must be agreed upon in writing by the Vendor and the College's Chief Financial Officer (CFO). The College is open to receiving proposals for an all-digital bookstore.
- B. The Vendor shall provide all office machines, equipment, and supplies required for the efficient conduct of business.
- C. The Vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore. All renovations and finishing out, including color selections is subject to prior written approval by the College.
- D. The College will be responsible for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees.
- E. The College will provide all utilities to the space used by the Vendor including:
 - Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
 - Telephones and telephone service (including campus telephones and campus telephone service). (Note - the Vendor shall pay for long-distance telephone service and any additional services).
 - Trash removal, snow removal and extermination services for the Bookstore.
- F. To the best of its knowledge, the College is not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which houses the Bookstore. The College shall be responsible for remedying promptly any health or environmental problems at the Bookstore, other than those caused by the Vendor, and notifying the Vendor accordingly.
- G. Agents and employees of the Vendor working in the Bookstore will be provided access to parking lots utilized by College employees under the policies of Parking Services.
- H. The Vendor shall cooperate with the College officials in the provision of security for the Bookstore. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.

4.12 Financial Requirements & Administration

- A. The Vendor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
- B. The Vendor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s).
- C. Invoicing
 - The Vendor shall provide an accurate aging report to the College at the end of each month.
 - The Vendor shall provide invoices to the College per term, per account with a due date no earlier than 30 days past second financial aid disbursement. This allows for adjustments to be made and reconciled.
 - If the College becomes past due on accounts, with consultation and agreement, the Vendor shall take the payment from the commissions owed to the College.
 - The Vendor shall provide separate invoices for credits that are issued.
 - The Vendor shall invoice 3rd party accounts directly.
- D. Licenses, Permits, and Taxes:
 - The Vendor shall secure and pay for all federal, state, and local licenses and permits required for the College Bookstore operations provided for herein. The College will cooperate with the Vendor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the College Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
 - The Vendor will be granted the right to use the College's name and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the College, provided that the College's name is not used for product endorsement. Also the Vendor will be required to obtain approval from the College's marketing department for each instance the Vendor uses the College's logo.
- E. The Vendor shall pay to the College a monthly commission percentage based on net sales. The Vendor shall specify this commission percentage in its Proposal.
- F. Gross sales shall be defined as all collected sales at the Bookstore, including textbook

rentals and all sales from the bookstore website: less voids, refunds, sales tax, discounted faculty/staff sales, pass-through income, Vendor supported scholarship sales, and other items with little or no margin, etc.

- G. Applicable payments as set in the Vendor's proposal shall be made quarterly by the Vendor to the College and shall be paid within 15 days after the close of the quarter in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Vendor's proposal.
- H. Each payment shall be accompanied by a detailed statement of its computation and the Vendor shall furnish supporting documentation to the College upon request.
- I. The College shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Vendor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or POS equipment utilized by the Vendor in the College Bookstore shall have non-changeable grand totals.
- J. The Vendor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the College Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the College.
- K. On termination of the Contract, commissions will be paid to the College on sales up to the final day the Bookstore is operated under the Contract. Commission that is due to the College for any portion of a contract year shall be calculated on a percentage basis.
- L. The Vendor shall provide property and casualty insurance covering the Vendor's equipment and other personal property in the Bookstore. The College will provide property and casualty insurance, under the College's policy, covering Bookstore space and fixtures and equipment owned by the College.

4.13 Purchase of Merchandise & Inventory

- A. Upon commencement of this Contract, the Vendor shall purchase bookstore inventory then currently on hand using the following terms:
 - a. New Textbooks
 - i. All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by the Vendor at the College's cost.
 - ii. All excess textbooks not accepted for return will be purchased by the Vendor at the current wholesale price.

- b. Used Textbooks
 - i. At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at the College's cost.
 - ii. All excess adopted used textbooks will be purchased by the Vendor at the current wholesale price.
- c. Trade, Paperbacks, Technical and Reference Books
 - i. All trade, paperback, technical and reference books in clean and saleable condition, less than six (6) months old, will be purchased by the Vendor at the College's cost.
 - ii. Books not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
- d. School Supplies and General Merchandise
 - i. This category includes all items not previously mentioned, including art, office and general supplies, stationary and greeting cards, etc.
 - ii. All of the above supplies and merchandise in clean and saleable condition, up to a six (6) month supply, will be purchased by the Vendor at the College's cost.
 - iii. Items not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
- e. Payment for Inventory
 - i. The Vendor will pay the College for all inventories in two equal payments: 50% within sixty (60) days after the completion of a physical inventory, and 50% with one hundred and twenty (120) days after the completion of that inventory.

B. Upon the termination of the Contract, the College will purchase, or require the replacement Vendor to purchase, bookstore inventory then on hand from the Vendor upon the same terms as described in the subparagraphs above.

SECTION 5: BIDDER RESPONSE AND EVALUATION CRITERIA

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

5.2 A Title Page (Exhibit E) should be provided. The Title Page includes the RFP Number, Addenda Received check boxes, the Bidder's business name, business address and telephone number, a contact name and e-mail address. It should include a signature line and date for the individual authorized to obligate the business. Note: The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

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

- Company History & Qualifications: 10 points
- Textbook, Reference, & Trade Book Offerings: 10 points
- Marketing & Promotions: 10 points
- Website & Online Sales: 10 points
- Merchandising: 5 points
- Personnel: 5 points
- Customer Service & Communication: 5 points
- Sustainability Practices: 5 points
- Technology: 5 points
- Bookstore Policies: 10 points
- Facilities & Equipment: 10 points
- Financial Requirements & Administration: 10 points
- Purchase of Merchandise & Inventory: 5 points

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

5.5 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the institution reserve the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

SECTION 6: ADDITIONAL INFORMATION

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

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