

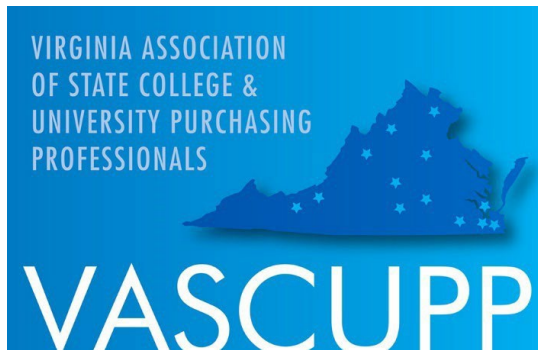
University of Mary Washington

Request for Proposal

RFP 25-1828

Campus Store Operations

February 7, 2025



<https://vascupp.org/>



<https://vhepc.org>

A VASCUPP™ and VHEPC Member Institution

Issued by Procurement Services

Fredericksburg, Virginia

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: February 7, 2025

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

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

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

WORK LOCATION: All Campuses Fredericksburg Stafford Dahlgren

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

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

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

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

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

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

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____

Address of Offering Firm: _____

[DSBSD](#) Certification No.: _____ Expiration Date: _____

eVA ID: _____ Tax ID: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

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

SEALED REQUEST FOR PROPOSALS (RFP)

- I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the Contract Officer listed above, referencing the RFP by title and number. No questions will be accepted after **2:00 PM on February 25, 2025**.
- II. **PRE-PROPOSAL CONFERENCE:** An **optional** pre-proposal conference will be held on **Tuesday, February 18, 2025 at 10:00 AM** in the **Suite 480 Conference Room, located at 1125 Emancipation Hwy., Fredericksburg, VA 22401**. A Zoom link will be provided to those who are unable to attend in person. Please email Lindsay Fare at lfare@umw.edu or call 540-654-1057 to RSVP. See Pre-Proposal Conference clause in the Special Terms and Conditions.
- No attendee will be permitted access to the conference after **10:00 AM**.
 - Bring a copy of the RFP with you to the conference.
 - Parking is available to visitors who plan to attend in person in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
**Please allow yourself extra time for parking as it can be difficult to find a space if the parking garage is not utilized.*
- III. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein may be submitted electronically via eVA **OR** physically delivered to the Contract Officer on Page 1.
- A. **Electronic Online Response via eVA:**
- The Offeror may submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).
**If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*
- B. **Physically delivered to the Contract Officer:**
- Sealed Proposals must reach the Proposal Delivery Address shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
 - The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal. This will need to be done if the offeror intends to physically drop off their proposal instead of submitting electronically or mailing it.
 - Proposals must be submitted in a **sealed** envelope or container that clearly identifies the contents as a response to this RFP. RFP 25-1828 should be referenced on the front of the package. One electronic copy of the proposal shall also be provided on a USB flash drive.
 - 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.
 - UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.

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

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

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

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

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

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

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

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

I. PURPOSE:

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

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

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

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

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

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

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

II. ORGANIZATION OVERVIEW:

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

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

III. BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at [https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules with foreword final August%202022.pdf](https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules%20with%20foreword%20final%20August%202022.pdf)). This RFP is being issued by the University on behalf of the Virginia Higher Education Procurement Consortium (“VHEPC”), which includes all members from the Virginia Association of State College and University Purchasing Professionals (“VASCUPP”). Reference the VASCUPP Zone Map in Attachment E. It is the intent of this RFP and resulting contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University’s affiliated foundations in the United States may access any resulting contract if authorized by the Contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- C. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.
- D. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no

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

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

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

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

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. **GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

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

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

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

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

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

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

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

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

1. Overview:
 - a. State the Firm's legal entity name and headquarters address.
 - b. Provide Firm's W9 or at minimum tax identification number (TIN)
 - c. Provide the name, title, address, telephone number, and email of the individual who will act as the Firm's designated representative for purposes of this RFP.
2. Introduction:

Provide an introduction of the Firm and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where UMW work will be performed and any other information of an introductory nature.

3. **Qualifications of the Firm:**
Describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by UMW.
4. **Qualification of the Staff:**
Identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.
5. **Work Plan:**
The Work Plan must contain a comprehensive description of the goods and/or services including the following elements:
 - a. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Firms must describe how the services listed in the Statement of Needs shall be performed.
 - b. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
 - c. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
 - d. Outcomes and Performance Measurement – Describe the impacts/outcomes Firms intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
 - e. Overall Risk – Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Complete and Return Attachment F: Small Business Subcontracting Plan.
7. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
8. Any other information the Offeror believes will help the University evaluate its proposal.

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

VII. STATEMENT OF NEEDS:

A. University Campus Store Overview:

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

B. Program Objectives:

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

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

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

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

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

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

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

C. General:

1. Strategies

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

2. Hours of Operation

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

D. Parking:

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

E. Staffing:

1. Managers

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

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

2. General Staffing

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

3. Internships

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

F. Customer Service:

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

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

G. Assessment:

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

H. Course Materials:

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

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

4. Ordering, Buyback, Shipping, Delivery

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

5. Faculty Adoption

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

6. Academic, Scholarly, and Trade Books

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

I. Technology:

1. Technology Standards

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

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

- ii. The Vendor's own SOC 2 Type II report by an independent third-party auditor to ensure service providers securely protect the data and interests of the institution, not the hosting provider, such as AWS or Azure, etc.
- 2. Innovation
 - a. Detail your dedication to the continuous investment in new technologies and the development of innovative products and services. Explain how you proactively anticipate and adapt to market changes to meet the evolving needs of the academic community.
- 3. Website/Online Presence
 - a. Describe the functionalities and user experience offered by the UMW Campus Store's website. Specify the following capabilities:
 - i. Customization: The ability to embed tailored messages and create personalized web pages for sports teams (Athletics), student organizations, and other campus groups and track sales specific to each personalized website.
 - ii. Inventory Management: Real-time advisement on stock availability to keep users informed.
 - iii. Order Processing: Display of estimated delivery times, comprehensive customer support details, and prompt order acknowledgments.
- 4. Point of Sale (POS) System Requirements

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

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

5. Innovation and Adaptability

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

a. Technology Investment

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

b. Innovation Strategy

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

J. Payment Options:

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

1. Refunds

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

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

K. General Merchandise:

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

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

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

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

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

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

L. Athletic Merchandise:

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

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

M. Graduation Regalia:

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

N. Marketing, Advertising and Promotions:

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

O. Facilities and Equipment:

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

P. Financials:

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

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

2. Sales, Reporting and Commission Terms

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

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

Q. Renovation and Construction:

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

R. Contract Transition:

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

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

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

S. Experience and Qualifications of Firm:

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

T. Other Related Goods/Services:

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

U. Sustainability:

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

V. Exclusive Beverage Agreement:

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

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

VIII. CONTRACT ADMINISTRATION:

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

IX. EVALUATION AND AWARD CRITERIA:

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

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

X. PROCUREMENT SCHEDULE:

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

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

XI. GENERAL TERMS AND CONDITIONS:

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

XII. SPECIAL TERMS AND CONDITIONS:

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

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

5. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
6. **AWARD – RFP:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:
 - a separate award of each item,
 - an award of a group of items,
 - an award either in whole or in part,
 - a single award, or
 - a multiple award
7. **BEST and FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO."
8. **BULK DELIVERIES:** To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.
9. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to

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

10. **CHANGES TO THE CONTRACT:** Changes can be made to the contract by written mutual agreement to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
11. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
12. **CONTINUITY OF SERVICES:**
 1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
13. **CONTRACTOR AND EMPLOYEE REQUIREMENTS – BONDING AND INSURANCE:** Contractor Personnel may have access to sensitive Personally Identifiable Information (PII). The Contractor shall ensure that all contractor personnel given access to, or sent to work on properties of the University of Mary Washington are bonded and insured; copies of which must be provided to the University prior to the first day of work.

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

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

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

15. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or

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

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

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.

UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

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

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

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

18. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
19. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
20. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.
21. **DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.
22. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.


For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of the contract.

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



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

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

29. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
30. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the Contractor for the use of a University charge card for payment of invoices, or any order-associated eVA fees.
31. **FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with [§ 2.2-4200](#) and [§ 2.2-4201](#), during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
32. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
33. **FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:

34. **FRATERNIZATION:** Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
35. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the

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

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

36. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, services, or equipment in the manner already and permanently described by the contractor on the materials, goods, services or equipment delivered.

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

38. **INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

39. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

40. **INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the contractor from the premises.

41. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract

is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employer's Liability - \$100,000.

Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).

PROFESSION/SERVICE LIMITS

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

42. **LATE PROPOSALS:** To be considered for selection, proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.
43. **NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
44. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
45. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

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

If to the Contractor: {CONTRACTOR NAME}
 Attn:
 ADDRESS LINE 1
 ADDRESS LINE 2

46. **OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
47. **OPTIONAL REDUCED CARBON EMISSION DELIVERY PLAN (RFP):** In addition to standard shipping costs, the Offeror shall also propose an alternative delivery plan that promotes an environmentally friendly approach to reduce carbon emissions. This plan should detail, at a minimum: the type of transportation utilized, the use of local suppliers, applicable fuel types (electric, gas, diesel, etc.), total miles traveled; delivery time variance between the standard and reduced carbon plan; the amount of carbon emissions reduced; and the cost to UMW. The Contractor is encouraged to include other pertinent information to assist UMW with the determination of the best approach.
48. **OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

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

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

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

62. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid/proposal submission certifies your understanding of the following:
1. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
 2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
 3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.
63. **USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.
64. **WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

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

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

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

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

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

Standard Contract

Contract #
Contract Title

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

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

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

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

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

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

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

Or

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

PRICING:

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

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

SPECIAL TERMS AND CONDITIONS:

ADD (from RFP, Terms Library, as applicable)

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

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

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

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

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

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

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

CONTRACTOR NAME

UNIVERSITY OF MARY WASHINGTON

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Phone: _____

Email: _____

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT**

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

TERM

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

WITNESS

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

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

- II. The University will ensure the Consortium:
 - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
 - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.

III. Payment

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

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

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

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

Note 'PAC payment' on check.

IV. Notices

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

If to the University:

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

If to [Supplier]:

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

ACCEPTANCE

For [Lead Institution]

For [Supplier]

[Lead Procurement Director]
[Lead Job Title]

[Supplier Contact]
[Supplier Contact Title]

Date

Date

Agreement #:[Contract-Number]-PAC

SAMPLE

Hosted Technology Services Addendum

SUPPLIER NAME: _____

SUPPLIER PRODUCT/SOLUTION: _____

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

Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
2. **Nonvisual Access To Technology:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.
3. **Data Privacy:**
 - a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.

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

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

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

6. Employee Qualifications:

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

7. Security Breach:

- a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
 - b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.
8. **Requests for Data, Response to Legal Orders or Demands for Data:**
- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
 - b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
 - c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.
9. **Data Transfer Upon Termination or Expiration:**
- a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
 - b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
 - c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

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

10. **Audits:**

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

11. **Compliance:**

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

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

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

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

This Agency does not discriminate against faith-based organizations.

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

CONTRACTOR

UNIVERSITY OF MARY WASHINGTON

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

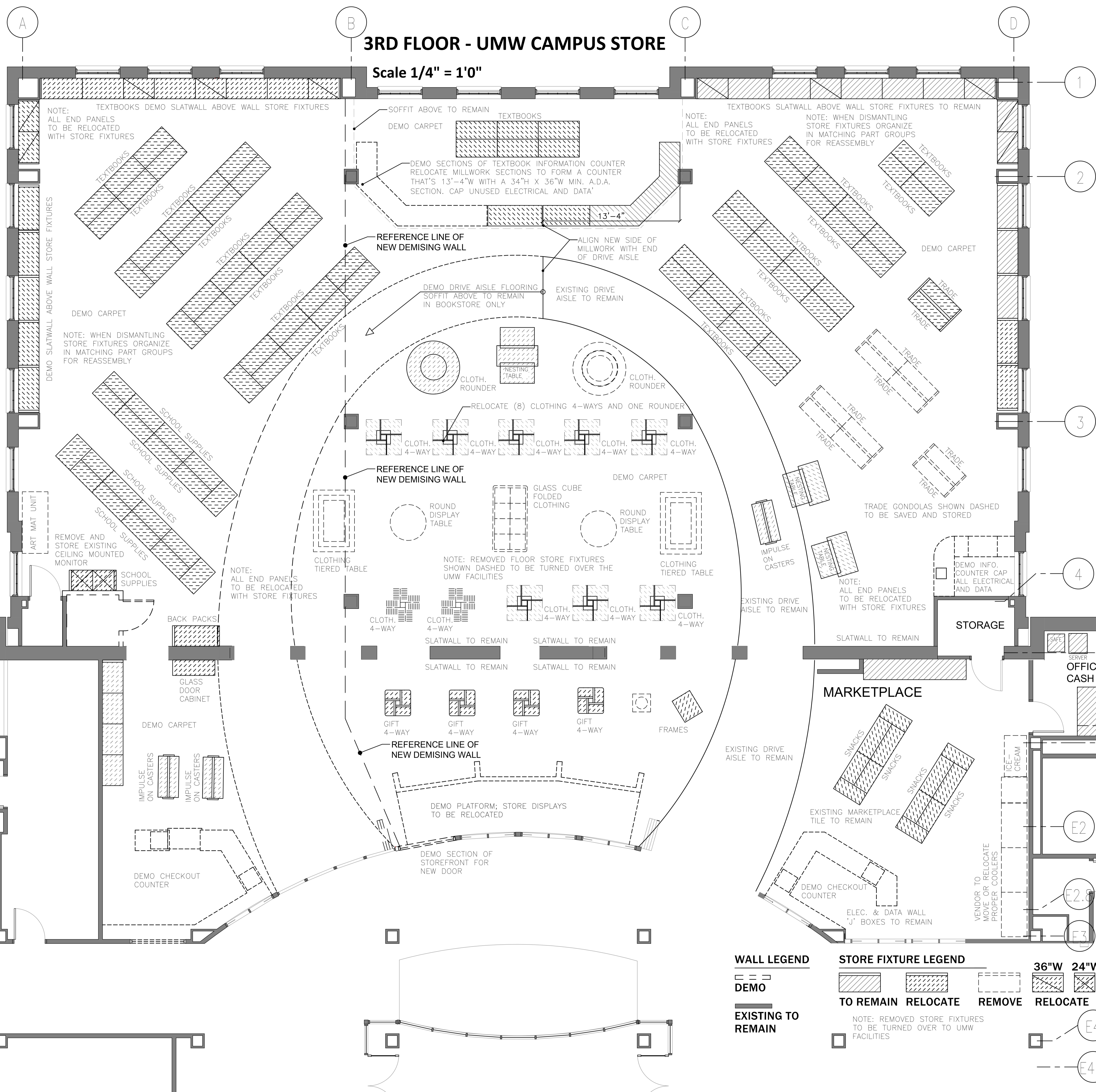
DATE: _____

DATE: _____

SAMPLE

3RD FLOOR - UMW CAMPUS STORE

Scale 1/4" = 1'0"



WALL LEGEND

	DEMO
	EXISTING TO REMAIN

STORE FIXTURE LEGEND

	TO REMAIN
	RELOCATE
	REMOVE
	RELOCATE

36"W 24"W

	RELOCATE
	RELOCATE

NOTE: REMOVED STORE FIXTURES TO BE TURNED OVER TO UMW FACILITIES

E4
E4.2

ATTACHMENT E

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 2

James Madison University (Harrisonburg)

Zone 3

University of Virginia (Charlottesville)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 5

Christopher Newport University (Newport News)
College of William and Mary (Williamsburg)
Norfolk State University (Norfolk)
Old Dominion University (Norfolk)

Zone 6

Virginia Commonwealth University (Richmond)
Virginia State University (Petersburg)

Zone 7

Longwood University (Farmville)

Zone 8

Virginia Military Institute (Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)

Zone 9

University of Virginia - Wise (Wise)

SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

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

DEFINITIONS:

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

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

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
(Code of Virginia, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
(Code of Virginia, § 2.2-4310)

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

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

ATTACHMENT F (CONT'D)

Section A

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

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

DSBSD Certification No.: _____ Expiration Date: _____

Section B

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

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

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

ATTACHMENT G

RFP 25-1828 Proposal Submission Checklist

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

IMPORTANT DATES & REMINDERS

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

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

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

Documents to Submit:

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