

THE COLLEGE OF WILLIAM AND MARY
SEALED REQUEST FOR PROPOSALS (RFP)
RFP# WM-1256-10

Issue Date: July 12, 2010

Title: Bookstore Consulting Services

Due Date: August 13, 2010 NO LATER THAN 3:30 PM EST

Commodity Code: 91846, 91849, 91875 & 91876

Issuing Agency: College of William and Mary
Office of Procurement
P. O. Box 8795
Williamsburg, Virginia 23187-8795

Contract Period: From Date of Award for a One-Year Period
(with 4 successive one-year renewal options)

All inquiries for information should be directed Mary L. Hicks-Coston, VCO, Associate Director, by phone 757-221-3960, fax 757-221-3959 or by e-mail at: mlcost@wm.edu

If proposals are mailed, send directly to the Issuing Agency shown above. If proposals are hand delivered (or delivered by courier or messenger service), deliver to the College of William and Mary, Office of Procurement, Facilities Management Building, Lower Level, Grigsby Drive, Williamsburg, VA 23185.

In compliance with this Request for Proposals and to all the conditions imposed therein, and hereby incorporated by reference, the Undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

_____	Date: _____
_____	By _____
_____	_____
_____	Signature in ink

	Typed or Printed Name and Title
Phone No.: _____	Fax No: _____
Email: _____	FEI/FIN No.: _____

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Rules Governing Procurement*, § 3 of The Restructured Higher Education Financial and Administrative Operations Act (normally available at <http://www.virginia.edu/restructuring>) 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.

RETURN OF THIS PAGE IS REQUIRED

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I. PURPOSE:

- A. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with one qualified Offeror to provide consulting services to assist the College in selecting a bookstore operation that best serves its faculty, staff and students. In addition, the College will be seeking assistance to develop a RFP to bid the bookstore service, negotiate a lease agreement and finalize contract agreements.
- B. For ease of reference, each vendor or company receiving this Request for Proposal is referred to as an Offeror(s) and the Offeror selected to provide services for the College is referred to as a Contractor. This Request for Proposal states the instructions for submitting proposals, the procedures and criteria by which an Offeror's proposal will be evaluated and the terms and conditions by which the College proposes to govern the agreement between it and the selected Contractor.
- C. *This document as written and issued by the College's Office of Procurement on February 17, 2010 is the official solicitation document. Any changes made to the document by an offeror must be clearly identified at the time the proposal is submitted. Changes made to the solicitation document generally will result in disqualification; changes made to a proposal may be considered within the negotiation process.*

II. BACKGROUND:

A. The College of William and Mary (College)

The College of William and Mary, chartered in 1693, is a Public College supported by the Commonwealth of Virginia and supervised by a Board of Visitors appointed by the Governor. The College serves the Commonwealth and the Nation by its dedication to excellence in education. It is distinctive in associating, in an institution of moderate size, the diversity of a university offering graduate and professional programs with the commitment to liberal education as an undergraduate college of arts and sciences.

The College enrolls 7,650 students – approximately 5700 of those are undergraduate liberal arts students. The College's graduate and professional students are enrolled in one of five schools – education, law, business, marine science, or arts & sciences.

In 2005, the Virginia General Assembly, with the support of the Governor and Virginia's institutions of higher education, adopted legislation known as the Higher Education Restructuring Act of 2005 (Act) to allow Virginia's public colleges and universities to have additional operating flexibility for financial and administrative matters.

The College has taken advantage of this opportunity for greater autonomy in areas such as capital outlay and construction, leasing, finance and accounting, human resources, information technology, and procurement. While the College will continue to be a state agency, the College will have greater flexibility in creating new human resource policies.

B. Bookstore Operations

The Bookstore Operations is managed by the Office of Auxiliary Services at the College of William and Mary. It is currently contracted to an outside vendor to manage the textbook sales and rentals, trade books, emblematic clothing, gifts and café. The Bookstore manages over 2,000 textbook and 100,000 trade book titles along with an extensive line of soft goods. The Bookstore is located off campus in a leased building on Merchants Square between Historic Williamsburg and the College campus. An eleven-year Bookstore contract and building lease agreement end June 30, 2011.

C. Small, Women-Owned and Minority Business Participation

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage

their participation in State procurement activities. The Commonwealth encourages Contractors to provide for participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

- III. **ADDITIONAL USERS:** It is the College of William and Mary's (the College) intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the College's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: The College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Commonwealth University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the College desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions and any public body choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. The College will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against the College with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

IV. **STATEMENT OF NEEDS:**

The contractor shall furnish all labor and resources necessary to provide consulting services for the analysis of the current classification and compensation program and the development of a new program that is more effective and efficient that will attract and retain a quality workforce.

A. GENERAL:

The scope of services should include, but is not limited to the following:

1. Develop a college bookstore model that will best serve the campus community. Solicit input from students, faculty and staff.
2. Identify industry trends and use of current technology in delivering bookstore services.
3. Analyze alternative business models to determine the best financial return to the College.
4. Investigate lease versus build options. Assist with space design and layout.
5. Develop a RFP for bookstore management and assist in the solicitation process.
6. Facilitate contract negotiations for both bookstore management and building lease.

V. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. **One (1) original and six copies (marked as original and copy) of each proposal must be submitted to the Office of Procurement at the College of William and Mary.** No other distribution of the proposals shall be made by the Offeror.
2. **Proposal Preparation:**

- a. Proposals shall be signed in **blue ink** by an authorized representative of the Offeror. All requested information must be submitted. Failure to submit all requested information may result in the College requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the College at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. **The proposal should contain a table of contents which cross-references the RFP requirements.** Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. The original and copies of the proposal must be marked as such.
 - e. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. **However, to prevent disclosure the Offeror must invoke the protections of (Section 34.5129, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia), in writing, either before or at the time the data or other materials is submitted.** The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. The College suggests that each page containing confidential or proprietary information be clearly marked in the upper and lower right corners with the word "Confidential" so that the indicated information may be easily identified.
3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The College of William and Mary will schedule the time and location of these presentations. Oral presentations are an option of the College and may not be conducted; therefore, proposals should be complete.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the College may properly evaluate the Offeror's capabilities to provide the desired services. Offerors are required to respond to all elements of the Statement of Needs, as well as, submit the following items with their complete proposal:

1. The RFP Cover Sheet, Attachments A, C, and all addenda acknowledgements, if any, signed and filled out as required, and other specific items or data requested in the RFP.
2. A written narrative statement including:
 - a) Operations
 1. Provide a brief history of the firm and its experience in providing consulting and advisory services related to bookstore management similar to those described in this RFP.
 2. A plan of operation for providing the highest quality assistance in the analysis of the bookstore management and the development of a new program that meets the criteria outlined in this RFP, Section IV, Statement of Needs, including a proposed timeline.
 - b) Firm Information, Personnel, References
 1. Provide information on those individuals assigned to work with the College including a description of their experience in providing similar consulting and advisory services related to classification and compensation. The College reserves the right to approve the contractors key personnel assigned to individual projects involving the Services.
 2. Provide a list of all of the firm's clients comparable to the College indicating the length of service of each account. The College may contact and/or visit any of these accounts.
 3. Provide a list of all clients lost within the last three years that includes:
 - a. A contact name and telephone number
 - b. Length of service at the account
 - c. Reason for the loss
 - d. A copy of the firm's most recent audited financial statements.
 - c) Financial Proposal
 1. Describe the fees that will be charged for the Services. Ensure that fees are provided for all Services' categories proposed by the offeror.
 - d) Return on Investment
 1. The proposal shall state the return of investment by the College for conducting a Bookstore Services study.
 - e) SWAM Participation

VI. EVALUATION CRITERIA AND AWARD CRITERIA

- A. Evaluation Criteria: Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to recommend the Offeror who is most responsive to the herein described needs of The College of William and Mary. The specifications within this RFP represent the minimum performance necessary for response.

An award will be made to the Contractor who is determined by the College to best meet the needs and objectives of the College. Offerors are encouraged to propose innovations. The College will consider a number of factors in combination in evaluating the proposals submitted. These factors will be the following which are not listed in order of importance.

	<u>POINTS</u>
1. The Offeror's relevant experience, qualifications, and success in providing the services outlined in this RFP with particular reference to higher education environment.	30
2. Capability of the Offeror and the staff assigned to this contract including references from institutions of higher education and clients which are comparable to the College	20
3. The Offeror's financial proposal including but not limited to discounts, service charges and other charges	20
4. Return On Investment	10
5. Small, Women-Owned, Minority-Owned Business participation	20
TOTAL POINTS	100

- B. **Award:** Selection shall be made of one 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 one or more Offerors which, in its opinion, have made the best proposal, and shall award the contract to those Offerors. The College may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason a particular proposal was not deemed to be the most advantageous (Section 49.5371, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia). Should the College determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VII. **MANDATORY GENERAL TERMS AND CONDITIONS**

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia **Purchasing Manual for Institutions of Higher Education and their Vendors** and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review in the Office of Procurement web site at: <http://www.wm.edu/procurement>.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the

Virginians With Disabilities Act, the Americans With Disabilities Act and (Section 10.-4805, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia* § 2.2-4300).

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

1. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present, or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP'S:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revision to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is to be made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Section 53.5457, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia).

2. **To Subcontractors:**

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary, to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering, the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the

Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST -12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **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 (Section 25.5005, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia) 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 coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the College of William and Mary's public posting notice board and on the DGS/DPS eVA website, www.eva.state.va.us, for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- U. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.
- V. **CLAIMS PROCEDURE:** Contractual claims for payment under the Agreement shall be submitted in writing no later than sixty (60) days after the College states in a writing delivered to the Contractor that it has made its final payment to the contractor under the Agreement and that Contractor must submit any claim within 60 days thereafter. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

The College's procedure for deciding such contractual claims is:

The Contractor must provide the written claim to:
Director of Procurement
Grigsby Lane, Facilities Management Bldg, Lower Level
College of William and Mary
P.O. Box 8795 Williamsburg, Virginia 23187-8795

- Although the Contractor may, if it chooses, attempt to resolve its claim directly with the College department using the product or services rather than the one stated in the above paragraph, the Contractor must submit any unresolved claim in writing, no later than sixty (60) days after notice of final payment is delivered to the Contractor in accordance with the opening paragraph of this subsection (w), to the Director of Procurement if it wishes to pursue its claim.
- Upon receiving the written claim, the Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the contractor. If such discussion is to be held, the Director of Procurement will contact the Contractor and arrange such discussion.
- The Director of Procurement will mail his or her decision to the Contractor within sixty (60) days after receipt of the claim. The decision will state the reason for granting or denying the claim.
- The Contractor may appeal the Director of Procurement's decision to:
Vice President for Administration
College Apartments
College of William and Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

Upon receiving the written appeal, the Vice President for Administration will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, Vice President for Administration will contact the Contractor and arrange such discussion.

The Vice President for Administration will mail his or her decision to the Contractor within thirty (30) days after the Vice President for Administration's receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing set forth in this section shall limit, delay or reduce the Contractor's ability to seek equitable relief from a court of competent jurisdiction in the Commonwealth of Virginia to the extent permitted by Virginia law. In addition, to the extent the College brings a claim against the Contractor, then the Contractor shall in no event be precluded from asserting a counterclaim for payments due under the Agreement regardless of whether such counterclaim is raised within the 60 day period specified above.

W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the College shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. **Winning Offeror must register in eVA prior to contract award; failure to register will result in the proposal being rejected.**

- a) eVA Vendor Registration Fee: The Department of General Services, Division of Purchases and Supply (DGS/DPS) is pleased to announce that vendors will not be charged a fee for eVA registrations and registration renewals that occur during the period 07/01/2009 through 06/30/2011. eVA-registered vendors will, however, be required to pay registration and registration renewal fees that were invoiced for periods prior to 07/01/2009. For additional information, contact eVA Customer Care by telephone (866-289-7367 or 804-371-2525) or by email (eVACustomerCare@dgs.virginia.gov).
- b) eVA Basic Vendor Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - a. eVA Premium Vendor Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - b. The Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1% capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The DMBE certified Small Business designation is understood to include DMBE certified Woman – and Minority – Owned Businesses as well.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

VIII. **SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the College will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the College has purchased or uses its products or services without the prior written approval from the College.
- B. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the College shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **COPYRIGHTS:** Unless expressly agreed to the contrary in writing, all documents, reports, writings, video, images, photographs or papers of any nature prepared by a Contractor (or its contractor) in performing this Agreement will not be disclosed to any other person or entity without the written permission of the College and the College will own all copyrights thereto.
- E. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>August 13, 2010</u>	<u>3:30 PM</u>
Name of Offeror	Due Date	Time
_____	<u>W&M – –1256-10</u>	
Street No.	RFP No.	
_____	<u>Bookstore Consulting Services</u>	
City, State, Zip Code	RFP Title	

Name of Buyer: Mary L. Hicks-Coston, VCO

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the Office of Procurement. No other correspondence or other proposals should be placed in the envelope.

- F. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Office of Procurement by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Office of Procurement. Proposals received in the Office of Procurement after the date and hour designated are automatically disqualified and will not be considered. **The College is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra College mail system. It is the sole responsibility of the offeror to insure that its proposal reaches the Office of Procurement by the designated date and hour. Late proposals, or proposals received unsealed, will not be accepted or considered. Electronic or faxed proposals are not allowed and cannot be accepted.**

Proposal receipts scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

- G. **OFFEROR UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. The College will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Office of Procurement. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of proposals. A copy of all inquiries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your proposal certifies that you fully understand all facets of this solicitation. These questions may be sent by FAX to 757-221-3959 using Attachment B Understanding of Requirements form.
- H. **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 60 days. At the end of the 60 days, the offer may be withdrawn at the written request of the offeror. If

the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

- I. **CONFLICT OF INTEREST:** The Offeror represents to the College that its entering into this agreement with the College does not entail any violation of the Virginia Conflict of Interest Act.
- J. **RENEWAL OF CONTRACT:** This contract may be renewed by the College for three (3) successive one-year periods after the initial two-year period under the terms and conditions of the original. Price changes may be negotiated only at the time of renewal. Written notice of the College's intentions to renew will be given approximately 90 days prior to the expiration date of each contract period.
- K. **CANCELLATION OF CONTRACT:** The Office of Procurement reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to either party. Any contract cancellation notice shall relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.
- L. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of 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 to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- M. **INDEPENDENT CONTRACTOR:** The selected offeror shall not be an employee of the College, but shall be an independent contractor. The Contractor shall indemnify and hold the College harmless with respect to all withholding, social security, unemployment compensation and all other taxes or amounts of any kind relating to employment of any labor or other persons providing services to the College under this agreement. Nothing in this agreement shall be construed as authority for the Contractor to make commitments which shall bind the College, or to otherwise act on behalf of the College, except as the College may expressly authorize in writing.
- N. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors (quarterly, annually, other) by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

Final payment under the contract in question shall be withheld until such certification is delivered and, if necessary, confirmed by the institution.

IX. METHOD OF PAYMENT:

- A. The Contractor shall be paid based on original invoices submitted directly to the College of William and Mary, Auxiliary Services, Attn: Carolyn Davis, P.O. Box 8795, Williamsburg, VA, 23187.
- B. Invoices will be itemized with College purchase order number, date on which service(s) were performed, the identity of person(s) performing service(s), and description of service(s) performed. The fees, expenses, and/or hourly rate(s) applicable to the service(s) as appropriate, and the total per invoice.
- C. Invoices will be submitted not more frequently than once per quarter for the first contract term (two years of service). The invoice frequency may be negotiated at any renewal date.

- D. The Contractor shall ensure that a current W-9 (Taxpayer Identification Number and Certification) is on file in the Accounts Payable Office. Failure to have a current W-9 on file may delay payment of any invoice(s) submitted. Invoices presented to the Accounts Payable Office are deemed valid only if a current W-9 is on file.

[illegible]

Buyer: Mary L. Hicks-Coston, VCO

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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 citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals 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 and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B, column E divided by the offeror's total price in Section B, column F.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F
Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	\$ Value of Planned SWaM Involvement During Initial Period of the Contract	Expected Planned \$ Value of Total Service/Sales During Initial Period of the Contract
Totals \$					

(1)

(2) RETURN OF ATTACHMENT C IS REQUIRED