



**Radford**  
UNIVERSITY

Procurement and  
Contracts

REQUEST FOR PROPOSAL  
RFP#: R24-014

BOOKSTORE MANAGEMENT  
AND OPERATION SERVICES

SEPTEMBER 25, 2024

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**REQUEST FOR PROPOSAL (RFP)**  
**RFP # R24-014**  
**GENERAL INFORMATION FORM**

**QUESTIONS/INQUIRIES:** All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kathryn Dicken  
Phone: (540) 831-5090  
Email: [kdicken@radford.edu](mailto:kdicken@radford.edu)

Written questions to be submitted via email no later than: **October 29, 2024 by 3:00 PM** Eastern Standard Time (hereinafter EST)

**PROPOSAL DUE DATE AND TIME:** Proposals will be received until **November 20, 2024** up to and including **3:00 PM EST**. Email and fax responses will not be accepted.

In Person\*

Mail or Courier\*

Electronically through eVA

Deliver proposal to:

Radford University  
David E. Armstrong Complex  
501 Stockton Street  
Radford, VA 24142

Mailing Address:

Radford University  
Procurement and Contracts  
PO Box 6885  
Radford, VA 24142-6885

Electronic Submissions:

A PDF of your proposal may be submitted through eVA's Virginia Business Opportunities ([VBO](#)) site. See **Attachment F** for more details.

\* Identify the envelope package as instructed in **Attachment A** – Terms and Conditions.

**BUSINESS HOURS:** Radford University's Procurement and Contracts Department is open Monday through Friday from 8:00 AM to 4:30 PM EST.

**LATE PROPOSAL RECEIPT:**

**In-Person or Mail/Courier Delivery:**

To be considered for selection, *proposals must be received by Radford University's Procurement and Contracts Department* by the due date and time identified in this solicitation document. The official time used in documenting the receipt of In-Person and Mail/Couriered proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received after the date and time designated herein are automatically deemed non-responsive and will not be given consideration. The University is not responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.

**For Electronic Submission through eVA:**

To be considered for selection, proposals must be submitted through the eVA Electronic Submission process by the date and time identified herein. *In order to submit an electronic proposal, the Vendor **MUST BE properly registered with eVA***. Registration may be accomplished through this site: <https://eva.virginia.gov/register-now.html>. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays in the process. Upon successful submission, the Contractor will receive confirmation of submission through eVA. Radford University will not confirm receipt of the proposal. For a tutorial on how to view and respond to a solicitation, visit: <https://www.youtube.com/watch?v=KSxcAkOekW0>. The University is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. It is the sole responsibility of the Offeror to ensure the proposal is submitted on time.

**UNIVERSITY CLOSINGS:** If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at [www.radford.edu](http://www.radford.edu) for said notifications. If the University is closed on the day proposals are due, proposals will be accepted at the same time on the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

**OPTIONAL PRE-PROPOSAL CONFERENCE AND SITE VISIT:** An optional site visit will be held on **October 16, 2024** from **12:30 PM to 1:30 PM** EST. The optional pre-proposal conference will be held immediately following the site visit on **October 16, 2024 at 2:00 PM**. See **Section (14)** for additional information. **\*\* PRE-REGISTRATION FOR THE SITE VISIT AND PRE-PROPOSAL CONFERENCE IS REQUIRED \*\***

**TYPE OF BUSINESS: (Please check all applicable classifications).** In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSB certification number. For assistance with SWaM certification, visit the SBSB website at <https://www.sbsd.virginia.gov/>.

- Large**
- Small business** – A business that is at least 51% 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 these individual owners shall control both the management and daily business operations of the small business.
- Women-owned business** – 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 in owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- Minority-owned business** – 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, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

Information Requested	Vendor Response (Please write or fill in legibly)
<b>FULL LEGAL NAME OF BUSINESS:</b> (Please print the company name as it appears with your Federal Taxpayer Identification Number)	
<b>FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN):</b>	
<b>BUSINESS NAME / DBA NAME/ TA NAME:</b> (If different than the Full Legal Name)	
<b>BILLING NAME:</b> (Company name as it appears on your invoice)	
<b>PAYMENT ADDRESS:</b>	
<b>CONTACT NAME:</b>	
<b>CONTACT TITLE:</b>	
<b>EMAIL:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>EVA VENDOR ID NUMBER:</b>	
<b>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER:</b>	

I acknowledge that I have received the following addenda posted for this solicitation.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_ (Please check all that apply.)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

1. **PURPOSE:** The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Bookstore Management and Operation Services for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia. The University is seeking proposals from vendors to provide bookstore services, including options for a physical bookstore location on campus, e-commerce solutions, or a combination of both. Proposals should detail how vendors will support in-store and online sales of textbooks, course materials, school supplies, apparel, and other related items. Vendors are encouraged to propose innovative e-commerce solutions that complement or enhance the physical location, ensuring accessibility, affordability, and convenience for students, faculty, and staff.
2. **SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:** The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.  
  
Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University’s SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).
3. **CONTRACT PERIOD:** The term of this contract is for five (5) years, or as negotiated. There will be an option for five (5) additional one-year (1-yr) renewals, or as mutually negotiated.
4. **TIME FRAME:** The contract's effective date will be June 1, 2025. The University aims to award the contract by February 2025 to allow for a transition period, if necessary, which will be determined and agreed upon during negotiations.

The proposed timeframe for the completion of this solicitation is included below. The dates and times are tentative and may be subject to change based on the needs of the University.

Action Item	Date	Time
Contract Awarded (Goal)	2/28/2025	
Proposal Deadline	11/20/2024	3:00PM
Addendum posting deadline	11/8/2024	COB
RFI Due Date	10/29/2024	3:00PM
Pre-Proposal Conference:	10/16/2024	2:00 - 3:00pm
Site Visit:	10/16/2024	12:30 - 1:30pm

5. **BACKGROUND**

A. **Radford University Background:**

Radford University is a comprehensive public university of 7,718 students that has received national recognition for many of its undergraduate and graduate academic programs, and sustainability initiatives. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 211-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for some 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach, and service. Radford University joins several other institutions in offering degree programs and continuing education opportunities at the Roanoke Higher Education Center in Roanoke, the Southwest Virginia Higher Education Center in Abingdon and flexible online offerings through its virtual campus.

B. **Specific Background:**

1. **Current Contractor and Location:** The University currently contracts these services with Barnes & Noble College Booksellers, LLC. The Bookstore facilities are currently located on the first floor of Dalton Hall, and occupies 14,650 square feet.
2. **Upcoming Renovation:** Radford University provides a space on the main Radford campus for the Bookstore to operate a physical store. During the contract period for these services, Dalton Hall is slated for a comprehensive renovation.

It is anticipated that during the renovation period, the Bookstore will be temporarily situated in an alternate facility (approximately 8000 square feet). The permanent bookstore location is still being determined, but the footprint of the new space will be approximately 6,500 square feet. It is anticipated that the renovation will take two (2) to three (3) years to complete. (A campus map showing the location of Dalton Hall is attached as **Attachment D**. A floor plan of the current Bookstore is attached as **Attachment E**.)

3. Gross Sales: Sales for the period of May 1, 2023 through May 31, 2024 by department are as follows:

Item by Merchandise Division	Sales
Apparel & Gifts	\$623,019
Other	\$205,820
Technology	\$49,170
New Textbooks	\$311,696
Used Textbooks	\$99,600
General Books/Non-emblematic	\$25,531
Digital Text	\$681,120
Rentals	\$173,556
Athletics	\$19,738
School Supplies	\$91,407
Convenience	\$26,183
Total	\$2,307,838

4. Sales for the previous five contract years as are follows:

Contract Year	Sales	Enrollment (FTE)*
June 1, 2023 – May 31, 2024	\$2,307,838	6,804
June 1, 2022 – May 31, 2023	\$2,898,554	7,018
June 1, 2021 – May 31, 2022	\$2,896,883	7,585
June 1, 2020 – May 31, 2021	\$2,675,743	8,489
June 1, 2019 – May 31, 2020	\$3,119,479	9,449
June 1, 2018 – May 31, 2019	\$3,819,540	8,746

\* NOTE: FTE Enrollment numbers provided for each year to show enrollment in the context of bookstore sales. Preliminary Post Census Date Enrollment (FTE) for Fall 2024 is 7,736.

5. Radford University uses D2L Brightspace as the Learning Management System for students and courses. A D2L Brightspace course is created automatically for each course a student is registered for. Students gain access to these courses on the first day of classes.

6. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:** The eVA internet electronic procurement solution, website portal [eva.virginia.gov](http://eva.virginia.gov), streamlines and automates government purchasing activities within the Commonwealth. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration as a **self-registered** vendor.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at [eva.virginia.gov/get-help-customer-care.html](http://eva.virginia.gov/get-help-customer-care.html).

7. **CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/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 (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations 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 the contract terms. The Contractor shall notify Radford 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 Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Refer to **Attachment C**, Zone Map, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

8. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Procurement Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator.

9. **DEFINITIONS:**

- A. **Banner Enterprise Resource Planning system (Banner):** Radford University utilizes Ellucian's Banner product as its Enterprise Resource Planning system. Integration with this system will be required.
- B. **Desire 2 Learn (D2L):** The learning management system used by the majority of classes to post content, discussion boards, and grades.
- C. **Inclusive Course Materials Access Program:** Links to electronic materials are loaded directly into D2L and the cost is charged directly to the student's account. Student has access to the materials in D2L at the start of the course.
- D. **OneCard:** Radford University's ID and debit card, which provides all-in-one access to University facilities, programs and services.

10. **STATEMENT OF NEEDS:**

- A. **General Requirements:** During the term of the contract between the Contractor and the University, the Contractor should be prepared to furnish all labor, supervision, equipment, goods, and materials required to operate a general bookstore for Radford University per the requirements contained herein.
- B. **University Objectives:**
  - 1. To provide the University community with a full range of merchandise, services, and innovation expected from a quality state-of-the-art academic bookstore.
  - 2. To increase and implement effective strategies to reduce the cost of textbooks/course materials for Radford University students.
  - 3. To incorporate innovative technology solutions that keep pace with the evolving higher education materials marketplace, platforms and delivery models.

4. To provide textbooks and other quality merchandise to the University community, under pricing policies that are both fair and competitive for similar quality, as compared to other university bookstores and also with retail establishments in the surrounding area. This includes price matching.
5. To have sufficient quantities of textbooks, supplies, and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specified times the items are needed.
6. To ensure that the specified edition of texts is available for sale by the first day of class and ensure maximum availability of used, rental, and digital textbooks. The Contractor should coordinate timely textbook adoptions by keeping faculty informed of order status and any issues that would affect those orders.
7. To provide an inclusive course materials access program for delivery of materials to students through the University's learning management system, Desire 2 Learn (D2L) Brightspace.
8. To be able to provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University as requested.
9. To offer a significant selection of "soft goods" and other merchandise such as clothing, office supplies, course supplies [art, lab, medical, etc.], incidental household goods for resident students, personal care items, University emblematic apparel, scrubs for health profession programs, memorabilia, and other miscellaneous items with an emphasis on Radford University Athletic colors and the current University Brand.
10. To keep apprised of new merchandise of interest to the University community by using means such as, but not limited to, surveys and focus groups. Possible new lines of merchandise should be presented and/or suggested to the University at least twice yearly.
11. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
12. To meet the Bookstore needs of differently-abled students. Concurrently, ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore, physical store and online offerings must be ADA-compliant with the following:
  - a. ADA90-Title II is the compliance path for state-owned buildings and structures for designs based on 2021 VCC and 2021 VEBC. Applicable standards for ADA90-Title II compliance are as follows:
  - b. The prescribed accessibility standards for the scope of work are *Chapter 2: Scoping Requirements* of the Department of Justice's *2010 ADA Standards for Accessible Design*, dated September 15, 2010. (Access Board, Suite 1000, 1331 F Street, NW, Washington, D.C. 20004-1111).
  - c. The prescribed accessibility standards for the technical design are Chapters 1 and 3 through 11 of *Standards for Accessible and Usable Buildings and Facilities* (ICC A117.1-2017) approved March 28, 2017.
13. To provide employment opportunities for the University's students at a rate not less than the Commonwealth of Virginia's Minimum Wage or the University's student minimum wage rate, whichever is greater.
14. To provide the University with a professional internet web-based presence for the benefit of enrolled students, faculty, staff, and visitors. This online order system should also include alumni-oriented merchandise.
15. To provide an online Athletic Store that supports the University's intercollegiate athletic programs.

C. Special Requirements:

1. **Operating Schedule:** The Contractor should be prepared to operate the Bookstore on a 12-month basis, based on the University's academic calendar. The University reserves the right, upon consultation with the Contractor, to establish or change the service hours, plans, or other methods of operation of the Bookstore.
2. **Merchandising:** The University reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise the University considers offensive, inappropriate, or based upon University rules, regulations, or policy. Storage of merchandise will be in areas allocated for the Bookstore, or such other premises as the Contractor chooses to use, and will be at the Contractor's sole expense and risk. The bookstore local management team is empowered to make the buying decisions for the Radford University with input from students, athletics, alumni affairs, faculty, and staff. Bookstore teams will use an "open to buy" concept to ensure the product selection remains fresh and ever changing. Efforts are to be taken on a regular basis to keep inventory moving. Successful Offeror should be prepared to actively manage trends ensuring the Radford University bookstore has the latest product(s) available on the market. All items offered on the university website will receive the same commission structure as in store sales.
3. **Operating Material:** It is expected that the Contractor will be able to furnish all office machines, equipment, and supplies required for the efficient conduct of business. The Contractor may elect to utilize equipment already in place in the Bookstore but must accept equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the University.
4. **Merchandising Rights:** The University will grant the Contractor the right to sell University-licensed products, subject to limitations. The rights granted are not exclusive.
5. **Branding:** Radford University wishes to promote the University Brand across multiple merchandise offered for sale by the bookstore. Branded merchandise in the store should align with the University's Brand Guide.
6. **Price Match Guarantee** – Contractor should have a price match guarantee program and explain how that program is promoted and advertised to students and families.

7. **Pop Up Events at Roanoke Locations:** Contractor 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.

D. Specific Services to be Provided by the Bookstore Operation:

1. The Contractor should provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through major credit card providers (e.g. Mastercard, Visa, AmEx, and Discover) and the University's Debit Card (OneCard).
2. The Contractor should have a method to accept personal checks from students, faculty, and staff in reasonable amounts in payment for purchases.
3. The Contractor should be solely responsible for the disposition of all damaged or surplus books, supplies, tools, materials, and other damaged or surplus merchandise, regardless of the cause thereof.
4. The Contractor should provide special order services and other such sale services, such as class rings, caps and gowns, commencement announcements, and diploma frames as requested by the University.
5. The Contractor will provide an electronic system for Faculty adoption of materials with adoptions integrating with Banner ERP and with the Faculty Textbook Adoption section of the One Campus portal. Contractor's system should integrate with Banner to populate Radford University's One Campus View Textbooks for Term based on each student's course schedule.
6. The University will make reasonable efforts to see that the Contract's Bookstore management is given timely notice by faculty members or authorized departmental designees of the books, supplies, and materials requested for all courses offered, as follows:
  1. For the spring semester (courses beginning in January): Notice provided on or before October 15;
  2. For summer sessions: Notice provided on or before February 15;
  3. For the fall semester (beginning in August): Notice provided on or before March 15;
  4. Accelerated programs: Notice should be provided two weeks before the start of the fall; and
  5. Wintermester program (beginning mid-December): Notice should be provided on or before September 15.
7. The Contractor should coordinate with each faculty member to affirmatively acknowledge the bookstore's quoted retail price of textbooks selected for use in each course.
8. The Contractor should maintain positive working relationships with content publishers.
9. The Contractor is encouraged to make every possible effort to increase used book sales at the University by retaining used books purchased at the University, if required for the following semester, and by purchasing or acquiring used books from other bookstores and companies, if necessary.
10. The Contractor should expect to operate the Bookstore on a schedule that will be convenient to students, faculty, and the University community. Currently, operating hours are from 8:00 a.m. to 6:00 p.m., Monday through Thursday, 8:00 a.m. through 5:00 p.m. on Friday, 10:00 a.m. to 5:00 p.m. on Saturday, and Sunday 11:00 a.m. to 3:00 p.m., during each week the University is in regular academic session. Operating hours should ideally be extended during the first week of classes each semester as directed by the University. Other operating hours may be required by the University to accommodate special events and, under such circumstances; the Contractor should make every effort to operate the Bookstore during such hours.
11. The Contractor should be prepared to provide for sales of textbooks and other educational materials required for off-campus courses at off-campus instructional centers if requested by the University.
12. The Contractor should work collaboratively with the University's Alumni Association, if the University should so request, in joint marketing of soft goods.
13. The Contractor should cooperate with the University to set up displays and to conduct sales at agreed-upon athletic and/or other events held on or off campus.
14. The Contractor should get prior approval for all advertising that pertains to the University, which may occur off the University's campus or in other than University media.
15. The Contractor should have the capacity to promote book signing and other academic and scholarly events.
16. The Contractor will work closely with Financial Aid to implement and maintain a book voucher program allowing students to easily use Financial Aid funds to purchase books.
17. The Contractor should have the means to accept alternative forms of payment and process payments from varying funding sources (i.e. Student Emergency Funds, Radford University Foundation Funds, Athletic Scholarship Funds.)
18. Provide a process for colleges/departments to follow regarding obtaining timely quotes for materials and items carried by the Bookstore.)

E. Inclusive Materials Access Program Materials): Radford University currently has a small number of courses that use an Inclusive Materials Access Program. This program includes the cost of course materials as an additional course fee that is billed by the Bursar's office. Links to course materials are then manually added to each D2L Brightspace course.

1. Expand upon the affordability of classroom instructional materials for students;
2. Collaborate between the University and publishers regarding the pricing of textbooks and course materials;



3. How the management of purchasing approved textbooks and course materials would be handled for the University; and
4. How the contractor would manage third-party publishers; and
5. What expectations the Offeror would have in regard to exclusivity.
6. Describe how Offeror would seek and support Faculty engagement in an inclusive materials access program.
7. Describe how Offeror would support students enrolled in a program of this type.
8. Describe how to minimize the level of manual effort required by Radford University staff to operate this program.

F. Facilities and Equipment:

1. The Bookstore may be operated in the existing space located in Dalton Hall, as more specifically described in **Attachment E**, and/or an off-campus location during the renovation of Dalton Hall. Additions to or deletions from the existing space may be made but must be agreed upon in writing by the Contractor and the University. This does not preclude discussions regarding alternate/additional placement or the use of e-commerce to reduce the need for physical space of the Bookstore Facilities by either party.
2. Equipment and fixtures currently used for the operation of the Bookstore that are owned by the University will be available for use by the Contractor. At present, this includes a safe, Radford Fixed Asset Tag #6974.
3. The Contractor should plan to be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore, including point of sale system, computers, and servers, which operate on a network separate from the University, including separate data lines.
4. The Contractor will submit documentation demonstrating PCI compliance for the systems utilized. See “**PCI COMPLIANCE**” in Special Terms and Conditions located in **Attachment A**.
5. Any proposed renovations/upgrades to the existing and/or off-campus space and fixtures must be presented to the University for approval.
6. The Contractor is expected to be responsible for cleaning and maintaining all space, fixtures, and equipment used by it in the operation of the Bookstore. The Contractor is responsible for providing all housekeeping services required. The University will provide repair services in the existing space at the request of the Contractor, to the extent that it has the capability of doing. Except as provided in Paragraph 7 below, will charge the cost of such services to the Contractor. Any replacements required, including light bulb replacements, will be at the expense of the Contractor.
7. The University will be responsible for major structural repairs to the existing space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees. If such repairs are required as a result of the actions of the Contractor, its agents or employees, the cost of repairs will be paid by the Contractor. Such repairs will be made, as the University should decide, either by the University or by an independent Contractor.
8. The University will provide all utilities to the University owned space used by the Contractor including lights, heat, air conditioning, water and sewerage. The University will provide the Contractor with access to voiceover IP telephone service. The Contractor will be responsible for all costs associated with such service including installation, monthly equipment charges, and local and long-distance charges. The Contractor is expected to reimburse the University for any costs incurred by it on behalf of the Contractor in the provision of access to telephone service. The University will provide trash removal at a designated area in Dalton Hall (or other University owned property) without cost to the Contractor and will provide pest control without cost to the Contractor. The University will not be liable to the Contractor for its failure to provide the services described herein if such failure is due to causes beyond the control of the University.
9. Agents and employees of the Contractor working in the Bookstore will be provided access to parking lots utilized by the University employees at the same rates as the University employees.
10. The Contractor is expected to provide property and casualty insurance covering the Contractor's equipment and other personal property in the Bookstore. The University will provide property and casualty insurance, under the University's policy, covering bookstore space and fixtures and equipment owned by the University. See “**INSURANCE**” in Special Terms and Conditions, located in **Attachment A**.
11. The Contractor should cooperate with the University's Chief of Police and with other University officials in the provision of security for the Bookstore. The Contractor is expected to be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space in Dalton Hall or an off-campus location used by the Bookstore operation. However, the University Police Department will be provided access to security/video and codes to alarm/disarm security features to conduct official business.
12. The Contractor should control the distribution of keys to the Bookstore space except that at least one copy of the key to the Bookstore space should be provided to a designated official of the University. The Contractor will be required to work with University personnel on granting, monitoring and revoking card-swipe access promptly. The Contractor agrees to notify the University immediately upon an employee's separation to ensure the respective card-swipe and system accesses are removed.

13. The Commonwealth of Virginia requires the use of certain state contract items by University departments. The Contractor agrees to work cooperatively with the University by not allowing University departments to purchase state contract items from the Bookstore.
14. The University may provide the Contractor with connectivity to the campus network and the internet. The Bookstore will be responsible for the hardwiring and wiring costs of any new network connections.

G. Personnel:

1. **Employment Policies:** The Contractor's employment policies shall meet the requirements of current state and federal laws and regulations. The Contractor shall employ staff in its name only; all employees of the University Bookstore shall be employed in the Contractor's name (including University students).
2. **Adequacy:** The contractor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All employees are under the purview of the Contractor. The Contractor is responsible for the payment of all labor costs, fringe benefits, and payroll taxes.
3. **Managers:** The Bookstore Manager and Department Managers assigned to the Bookstore by the Contractor must be approved by the University. Subsequent changes in these assignments are to be made by the Contractor only after prior consultation with, and approval of the University.
4. **Manager Replacement:** The University reserves the right to request replacement of the Bookstore Manager for good cause as determined by the University, or for actions considered to be not in the best interests of the University. Such action will be taken only after consultation with Contractor Administrators.
5. **Training:** The Contractor is to describe the training program(s) that it intends to use for the employees of the University Bookstore.
6. **Conduct:** Contractor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the University.
7. **Apparel Expectations:** Contractor employees will not wear or display logoed material from another institution while in the workplace. Logoed apparel worn should be Radford University gear. Dress is to be business casual.

H. Purchase of Merchandise and Inventory of Equipment at Contract Commencement: Upon the commencement of the Contract, the new Contractor and the University will perform an inventory of the University's equipment which will be used by the new Contractor in the University Bookstore. The inventory will note the condition of the equipment, as agreed upon by the University and the Contractor.

11. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- A. **Plan or Methodology for Delivery of Services:** Provide your plan for providing Bookstore Management and Operation Services for Radford University. Offeror should provide information addressing all requirements as stated in Section 9 above to include:
  1. A description of what specific services the Offeror proposes to provide the manpower needed, when services shall be performed, by whom, and the anticipated time durations for typical services.
  2. A description of the Offeror's customer service model for students, faculty and staff, departments and campus community. Explain how you would provide outstanding customer service.
  3. A description of any reports, certifications, or deliverables in the performance of the work included in this solicitation. Include copies of all standard certifications, business licenses, resumes of key employees, reports, example receipts, and tracking tools.
  4. Identify a projected timeline for delivery of services relative to the award date of the contract.
  5. Experience and Qualifications: Provide a written narrative outlining the experience of the company in providing the services described.
    - a. Provide names, qualifications and experience of personnel to be assigned to the project, including an organization chart, individual qualifications and duties.
    - b. Resumes of key employees to be assigned to the project.
- B. **Current bookstore operations experience:** Please provide a list of all locations where the Offeror has operated a bookstore since January 1, 2019, or is currently operating a bookstore. For each location at a college or university, indicate whether the Offeror currently has a contract for the operation, where it was canceled or renewed. In the event of cancellation or non-renewal, please provide information as to why that decision was reached.
- C. **Financials:** Provide a balance sheet or annual report of the Offeror's last fiscal year, certified by a CPA.
- D. **Internal Systems:** A description of the internal systems of the Offeror for:
  1. Inventory controls for textbooks, trade books, and general merchandise;
  2. Recording, checking, and supporting sales;
  3. Control of cash and refunds; and

4. Any internal audits.
- E. **Business Practices:** Provide a detailed description of how your company will manage and implement the following, to include but not limited to:
  1. Use Dynamic Pricing Strategies ensuring textbooks are competitively priced with Amazon.com and other on-line retailers.
  2. Guarantee every title, format, course pack, specialty book, etc. adopted by university faculty are available before the start of classes with the exception of circumstances beyond Contractor's control (e.g. possible publisher delays in production (of which would be communicated to the instructor by the bookstore), late orders from faculty member, or last minute changes in the materials selected.
  3. Enable students to purchase course materials using their student financial aid, OneCard, major credit cards, mobile payment platforms, gift cards, and personal checks.
  4. Provide a no hassle, simple in-store or online return policy that is designed for the utmost flexibility to university students.
  5. Ensure disabled students can obtain accessible course materials.
  6. Support university faculty in their efforts to adopt textbooks and other custom course pack materials for their classes.
- F. **Used Books:** A description of the Offeror's access to wholesale used books.
- G. **Rental Program:** A description of the Offeror's access to rental titles and rental program.
- H. **Book-Buy Back:** A description of any buyback policies, which may include any of the following, but not limited to:
  1. The buyback program incorporates both new and used textbooks.
  2. Exceptions include material that is deemed a consumable, has a code from the publisher, or no longer is used within the marketplace.
  3. Buy back prices will be up to 50% cash back of the textbook purchase price.
  4. Contractor will monitor course material information in order to identify if they can be used again on campuses across the country.
  5. Radford University students will be notified making them aware their books can be sold back to the bookstore.
  6. Buy back can be accommodated any time during the year or at the end of the semester.
- I. **Merchandise:** A description of the products to be offered such as but not limited to soft goods, University apparel, memorabilia, cards, academic literature, etc. This should include a marketing strategy for keeping products that appeal to consumers, address demand, and increase bookstore revenues. Apparel should be available that appeals to students, alumni and families and is affordable.
- J. **Organizational Chart:** An organizational chart showing the management structure of the Offeror with a description of the qualifications and credentials of upper-level management.
- K. **Management Plan:** A plan for the management and staffing of the bookstore. This plan should include a proposal for providing employment to Radford University students.
- L. **Strategy for sale of computers:** Please provide a detailed narrative as to the following:
  1. How you will support all computer vendors and partnerships;
  2. How you will select the computer models for sale at the bookstore;
  3. How and where warranty service will be provided; and
  4. Provide pricing strategies/payment options for the sale of computers and software to University students, faculty, and staff.
  5. Accept a financial aid bookstore voucher, or credit, debit, or cash as the payment method for computer sales and equipment.
- M. **Technology Plan:**
  1. An automation/technology plan (e.g. Point of Sale system) for the management of the Bookstore. For each area to be automated, the Offeror is to provide a brief description of what the automated system will do. Offeror is to indicate if this automated system can, or will, be tied to the Offeror's central computer system and, if so, when it may be installed, and what functions this networking will provide. The offeror is to indicate whether this system will be tied in with any other contract bookstore operations and, if so, where and when. The offeror is to indicate what type of backup system or procedures are to be utilized in the case that the system is temporarily inoperative.
  2. The comprehensive technology plan shall demonstrate the Internet web-based store and outline proposed initiatives for incorporating innovative concepts into the sales environment.
  3. The plan should address providing an online website that lists required or assigned textbooks for each course including the International Standard Book (ISBN) along with other relevant information.
  4. It should also address coordination with the University's Division of Information Technology to allow a URL linking the University's Online Course Catalog to the Contractor's website and the specific book for the selected course. Contractor's system should integrate with student financial aid vouchers in Banner ERP through the ONE Campus Portal.
  5. Contractor's system should integrate with inclusive access delivery model, with digital publisher content delivered to the University's learning management system (currently Desire to Learn and any future LMS platform chosen by the University).

6. Contractor will fund the expense of integration between its' systems and Radford University Systems, with a focus on automation and accuracy.
  7. Contractor acknowledges that technology advances are likely during the term of the contract and will strive to adapt and offer the latest innovations to support the University.
  8. Information on data protection and security as required and included in **Attachment G** attached hereto.
- N. **Implementation Plan:** A contract implementation and transition plan, with target and event dates for an assumed operation of the Bookstore contract.
- O. **Policies and Procedures:** Indicate the policies/programs/procedures proposed for the use in the operation of the Bookstore in the areas below:
1. Refunds;
  2. Special orders (e.g., caps/gowns, rings, commencement invitations);
  3. Maintenance of all required course books in stock;
  4. Methods for securing titles, publishers, and quantities from University faculty;
  5. Rental program details, including return process for textbooks to store or shipping to store.
  6. Processing of late textbook requests and orders
  7. New categories of merchandise, if any, to be added for sale;
  8. Charges and policies for cashing checks;
  9. Charges and policies for returned checks;
  10. Pricing; and
  11. Online orders.
- P. **Compliance:** A description of the Contractor's plan to assist the University with the compliance requirements of the [Higher Education Opportunity Act](#), as applicable to the operations of the bookstore, along with compliance with the [University's Textbook Sales Policy](#).
- Q. **Events:** A plan for the promotion of academic and scholarly events as appropriate.
- R. **Athletic Department:** A plan for collaboration with the Athletic Department for goods and apparel that promote support for University intercollegiate athletic programs. This plan should include a specific proposal for operating an online athletic store.
- S. **Mobile Store / Kiosk Trailer:** Contractor should be prepared to provide a trailer that will be wrapped with an approved Radford University Branded design that can be used at on and off campus events. Contractor will provide a presence at mutually agreed upon sporting events and other events to provide Radford University branded merchandise. This trailer will remain of the Contractor and at the end of the contract will return to the Contractor.
- T. **Proposed commission:** Provide a fee structure associated with goods and services proposed to fulfill requirements. This should incorporate all financial considerations such as labor costs, overhead, contingency budgets, etc. See **Attachment H**.
- U. **Reporting and Delivery Requirements:** Provide examples of reports outlining the following:
1. Commission Report: The Contractor should provide examples of reports that include gross sales, exclusions from sales, and a commission calculation on sales subject to commission.
  2. Sales Breakdown: The Contractor should provide examples of a summary listing of sales by category which reconciles to the gross sales on the monthly commission report.
  3. Profit and Loss Statement: The Contractor should provide examples of a Profit and Loss Statement, which demonstrates revenue and expense summaries that align with the Profit and Loss Statement unless the Profit and Loss Statement is designed to provide such data.
  4. Training Plan: Please provide the University with a comprehensive training plan for the implementation of these services.
- V. **Method of Payment:**
1. Commission: The Contractor should provide a detailed plan that outlines the level of commissions that will be paid to the University for all sales of products as listed within this solicitation. As part of the commission plan, please outline the timeframes in which these monies will be paid (e.g. monthly, quarterly, etc.).
  2. Excess Commission: Should the University and Contractor agree upon a guaranteed amount of sales, please outline how excess funds would be paid to the University at the end of each contract year.
  3. Records: The Contractor should provide details about how sales and all transactions will be tracked and maintained for the University. The University would want to have access to all such records, including cash register receipts, at any time, with reasonable notice provided.
  4. Responsibility: Please provide a detailed narrative that outlines how the Contractor will collect and/or pay all required taxes, licenses, and fees relating to its Bookstore operations.
- W. **Other Financial Considerations:** Provide details for additional financial considerations the vendor is willing to consider. Examples of financial considerations might include, but are not limited to: capital investments, scholarship investments, price matches for online and in-store purchases, percentage of discount for employees and/or veterans, and textbook fees and freight discounts, if applicable (See **Attachment H**).

- X. **References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.
- Y. **\*Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov>.

12. **SELECTION CRITERIA AND AWARD**

- A. **Selection Criteria:** Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	<b>Evaluation Criteria</b>	<b>Percentage of Points</b>
1	Qualifications and experience of Offeror in providing the goods/services.	25%
2	Quality of products/services offered and suitability for the intended purposes.	25%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	20%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	<b>TOTAL</b>	<b>100%</b>

- B. **Award:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Radford University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford University determine in writing and in its sole discretion that only one Offeror has made the best proposal 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. See **Attachment B** for sample contract form.

13. **PROPOSAL PREPARATION AND SUBMISSION:**

- A. **GENERAL INSTRUCTIONS:** Response shall be submitted in one of the following ways:

In Person*	Mail or Courier*	Electronically through eVA
<u>Deliver proposal to:</u> Radford University David E. Armstrong Complex 501 Stockton Street Radford, VA 24142	<u>Mailing Address:</u> Radford University Procurement and Contracts PO Box 6885 Radford, VA 24142-6885	<u>Electronic Submissions:</u> A PDF of your proposal may be submitted through eVA’s Virginia Business Opportunities ( <a href="#">VBO</a> ) site. See <b>Attachment F</b> for more details.

\* **Identify the envelope/package as instructed in Attachment A – Terms and Conditions**  
No other distribution of the proposal shall be made by the Offeror.

1. **IN PERSON or MAIL/COURIER RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.

- a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
  - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked **“Redacted Copy.”**
2. **ELECTRONIC SUBMISSION via eVA VBO RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include. A brief tutorial on how to submit a response through eVA VBO can be found here: [eVA VBO Electronic Submission](#).
- a. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with 12.A.2.b. below.
  - b. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This file should be clearly labeled or marked **“Redacted Copy.”**

**B. PROPOSAL PREPARATION:**

1. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University 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 Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. **Organization:** 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 attachment, paragraph number, sub letter, 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 sub letter 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 the RFP requirements are specifically addressed.
4. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
5. **Binding:** The original 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.
6. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University 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 of Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the 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 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 the rejection of the proposal.

7. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

C. **ORAL PRESENTATIONS:** Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

#### 14. **OPTIONAL SITE VISIT AND PRE-PROPOSAL CONFERENCE:**

A. **AN OPTIONAL SITE VISIT:** The optional site visit will be held **October 16, 2024 from 12:30 PM – 1:30 PM (EST)**. *Offerors must register for the site visit with the Procurement Officer (Kathryn Dicken: [kdicken@radford.edu](mailto:kdicken@radford.edu)) and indicate the number of attendees by no later than October 9, 2024.* Once notification is received of attendance, further instructions will be provided by the Procurement Officer regarding attendance, meeting location, and parking arrangements.

B. Attendance at the conference may be either in-person or via teleconference. 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. It is recommended you have a copy of the solicitation readily available to review during the conference.

##### IN PERSON ATTENDANCE:

For those who wish to attend in person, you may do so by coming to the Heth Hall, Conference Room Heth 43. The street address is 105 Heth Hall, Radford, VA 24142. Digital Parking passes are available upon request for attendees.

##### ZOOM ATTENDANCE (Registration is required):

You are invited to a Zoom meeting.

When: **October 16, 2024** beginning at 2:00PM (EST)

Register in advance for this meeting:

<https://radford.zoom.us/meeting/register/tJYrc-quqTouHNXnd9HUDVLEAdvB3h4x6EP>

*After registering, you will receive a confirmation email containing information about joining the meeting. Please allow a few extra minutes prior to the Pre-Proposal Conference to complete registration and to obtain the link to the meeting via email.*

**RECORDING:** *This session will be recorded to ensure transparency during the competitive process.*

C. The purpose of the pre-proposal conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum that will be published on [eVA - Virginia's eProcurement Portal](#). The Addendum will include any updates to the RFP, including changes as well as responses to questions presented.

15. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to [acctspayable@radford.edu](mailto:acctspayable@radford.edu). Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

**RADFORD UNIVERSITY  
ACCOUNTS PAYABLE  
POST OFFICE BOX 6906  
RADFORD, VA 24142-6906**

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the [Commonwealth of Virginia Prompt Pay Act](#) .

16. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to [www.eva.virginia.gov](http://www.eva.virginia.gov) . Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
17. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Procurement Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
18. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.

19. **ATTACHMENTS:**

Informational:

- Attachment A – Terms and Conditions
- Attachment B – Sample of Standard Contract Form
- Attachment C – Zone Map for Cooperative Contracts
- Attachment D – Campus Map
- Attachment E – Existing Bookstore Floorplan in Dalton Hall
- Attachment F – Virginia Business Opportunities Information
- Attachment G – Addendum for Data Protection for Hosted or Cloud Services

Return with Proposals:

- Attachment H – Financial Considerations (to be completed and returned)



**Attachment A**

**TERMS AND CONDITIONS**

**I. GENERAL TERMS AND CONDITIONS:** See [GENERAL TERMS AND CONDITIONS](#)

**II. ADDITIONAL TERMS AND CONDITIONS:**

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to 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. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

**From:** \_\_\_\_\_

<b>Name of Bidder</b>	<b>Due Date</b>	<b>Time Due</b>
_____		
<b>Street or Box Number:</b>	<b>Solicitation Number</b>	
_____		
<b>City, State &amp; Zip Code</b>	<b>Solicitation Title</b>	
_____		
<b>Name of Procurement Officer:</b>	_____	

The envelope should be addressed to:

RADFORD UNIVERSITY  
Procurement and Contracts Department  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

**If to the Contractor:** Address Shown on the RFP Cover Page  
**Attention:** Name of Person Signing RFP

**If to Radford University:**

RADFORD UNIVERSITY  
Procurement and Contracts Department  
Attn: Procurement Officers Name  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

**III. SPECIAL TERMS AND CONDITIONS:**

1. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for 120 days. At the end of the 120 days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
3. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to faculty, students or staff and affiliates will be collected and held confidential, during and following the term of this contract, 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. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). 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 University 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.
4. **CONTINUITY OF SERVICES:**
- A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon Contract expiration, a successor, either the University or another Contractor, may continue them. The Contractor agrees:
- 1) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
  - 2) 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

- B. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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.

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.

5. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.
6. **CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Radford University Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Radford University campus. Contractor shall ensure subcontractors conduct similar background checks. Radford University reserves the right to audit a Contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Radford University campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Radford University Contract Administrator within 5 days. If at any time during the term of the contract Radford University discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the Contractor shall remove that employee's access to the Radford University campus, unless Radford University consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the Contract.
7. **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. Radford University will not assume any responsibility for receiving these shipments. Contractor shall check with Radford University and make necessary arrangements for security and storage space in the building during installation.
8. **INSURANCE:**  
By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages 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 §§2.2-4332 and 65.2-800 et seq of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- Worker's Compensation - Statutory requirements and benefits.
- Employers Liability - \$100,000.00
- Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- Automobile Liability - \$1,000,000 combined single limit.
- Builders Risk – For all renovation and new construction projects under \$100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

\*The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.

9. **LICENSE TO USE RADFORD UNIVERSITY LICENSED INDICIA:** By signing and submitting this Proposal, the Offeror agrees that if it is awarded a contract as a result of this solicitation, it will follow the procedures outlined by Radford University's Licensing and Trademarks Administration to become a licensed vendor authorized to use Radford University licensed indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Radford University indicia. *More information on the licensing process and application can be located at [Radford University Brand Guide](#).*
10. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract.
- A. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - B. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
  - C. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - D. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
    - Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because of the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.
    - Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.
    - If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.
    - The requirements of this Paragraph 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*.
    - All information technology which, pursuant to this Contract, 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 (<http://www.section508.gov/>). The requirements of this paragraph along with the Non-Visual Access to Technology term 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*.
11. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
12. **PCI COMPLIANCE:** Contractor represents and warrants for the life of the Contract that it is responsible for the security of payment card information in its possession including all functions relating to storing, transmitting, and ensuring the security of Cardholder Data (CHD). The Contractor agrees that it and any Third-Party provider that Contractor engages, complies with the current version of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) and will maintain compliance with the PCI DSS or any successor certification established by the PCI Security Standards Council (PCI SSC). Contractor agrees that all Payment Applications used are compliant with the Payment Application Data Security Standard (PA DSS), or any successor certification established by the PCI SSC. Contractor will immediately notify the University if it learns it is, or can reasonably expect to be, no longer PCI DSS compliant and will provide the University with the steps being taken to remediate the non-compliance status.

The Contractor agrees to provide the University at least annually or on written request a current (no more than 2 months old) and complete a copy of their Attestation of Compliance (AOC) signed by a duly authorized officer of the Contractor. Further, Contractor agrees to provide to the University proof of current (no more than 3 months old) passing external vulnerability scan as submitted by an Approved Scanning Vendor (ASV).

Contractor will keep data confidential and not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents, or data provided or disclosed to the Contractor or any account information related to payment cards or cardholders for any purpose other than performing the Contractor's obligation under this Contract.

Contractor will inform the University within twenty-four hours if it has knowledge, or can reasonably expect that a security breach has occurred. Contractor takes responsibility for the payment of fines, penalties, lawsuits, and other costs incurred that result from a breach that can be traced to the action or inaction of the Contractor, and will assume 100% of those costs assuming no contributory negligence on the part of the University, merchant acquirer, merchant bank, or other negligent third-party.

Contractor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action suits, judgements, assessment, costs (including reasonable attorney's fees), and expenses arising out of or relating to any loss of University customer credit card or identify information managed, retained, or maintained by the Contractor, including, but not limited to fraudulent or unapproved use of such credit card or identity information.

Contractor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

13. **RENEWAL OF CONTRACT:** The initial term of the contract is five (5) years, or as negotiated. This Contract has the option of five (5) additional one-year (1-yr) renewal terms. The Contract may be renewed upon written agreement of both parties for a period of one (1) year, or as negotiated, under the terms and conditions of the original Contract. Pricing and /or commission rate adjustments may be negotiated only at the time of renewal. Any adjustments must be agreed upon by both parties in writing. Written notice of Radford University's intention to renew shall be given approximately 90 days before the expiration date of each Contract period.
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**Attachment B**  
**Standard Contract form for reference only**  
**Offerors do not need to fill in this form.**



**STANDARD CONTRACT**  
Contract Number: **RUxxxxx**

This contract entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, located at (insert complete physical address), hereinafter called the “Contractor” and Commonwealth of Virginia, **Radford University**, called the “Purchasing Agency or Radford University”, located at 801 East Main Street, Radford, VA. 24142.”

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ **(number of years) year renewal options or as negotiated, to include all contractual provisions contained herein.**

4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;  
Radford University’s Request for Proposal (RFP) **Rxx-xxx** dated \_\_\_\_\_, Addendum **xxx** dated \_\_\_\_\_  
**(list all addendums in this format).**  
Contractor’s Proposal signed and dated \_\_\_\_\_  
Negotiation Summation: **(List each document by title and execution date)**

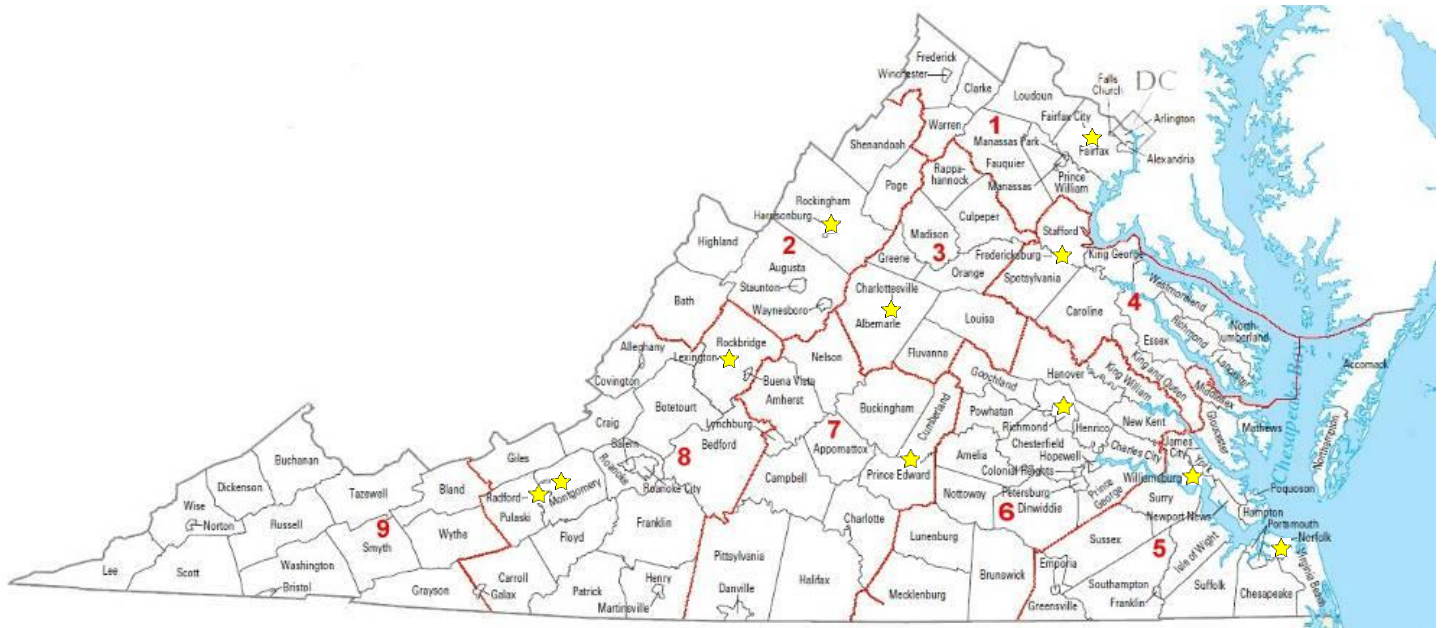
5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. **(\*Note: If advantageous you can list compensation here.)**

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

<b>CONTRACTOR:</b>	<b>RADFORD UNIVERSITY</b>
<b>Print Name:</b> _____	<b>Print Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Attachment C**

**Zone Map**



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

**List of member institutions by zones**

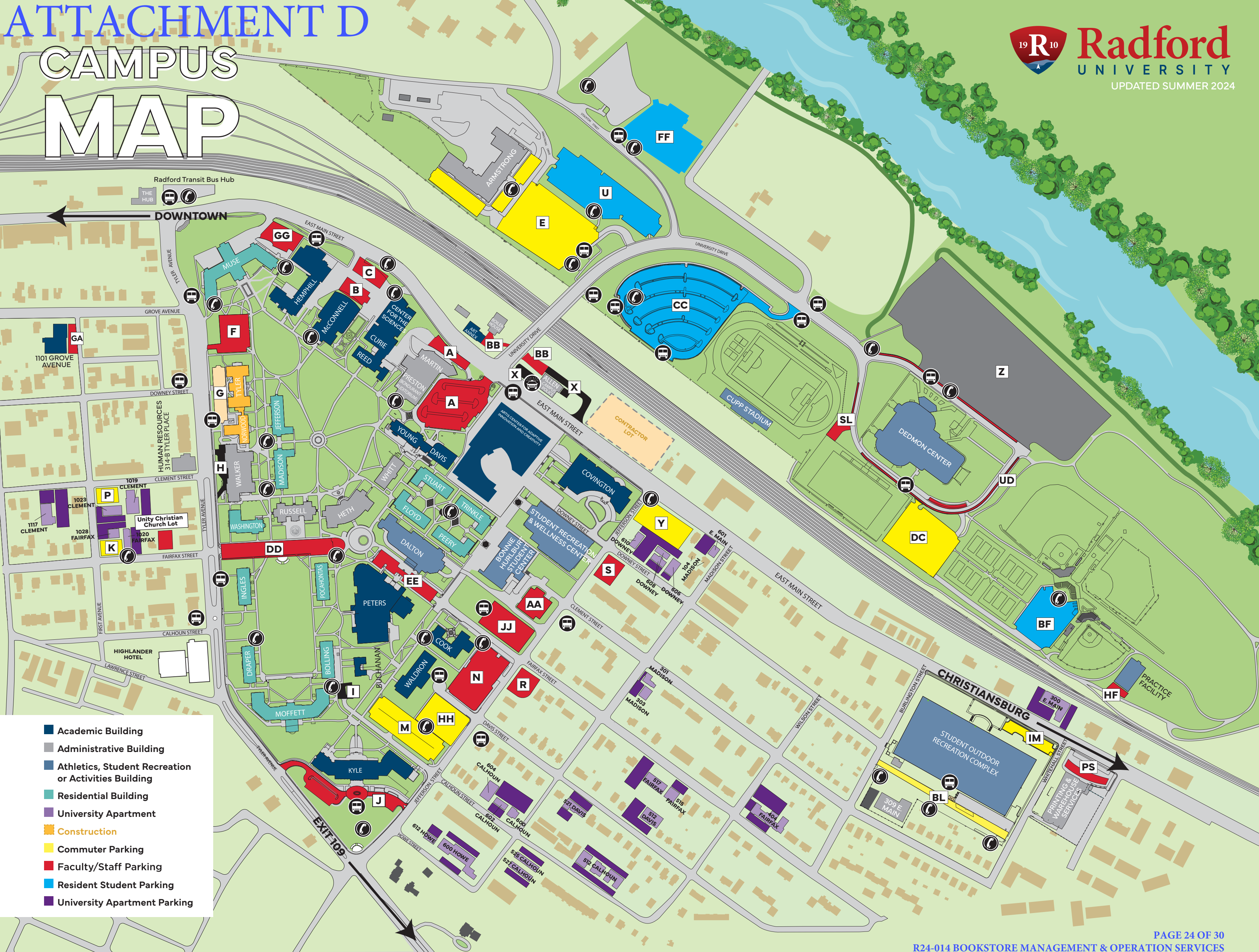
<p><b><u>Zone 1</u></b>  <b>George Mason University (Fairfax)</b></p>	<p><b><u>Zone 2</u></b>  <b>James Madison University (Harrisonburg)</b></p>	<p><b><u>Zone 3</u></b>  <b>University of Virginia (Charlottesville)</b></p>
<p><b><u>Zone 4</u></b>  <b>University of Mary Washington (Fredericksburg)</b>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

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

# ATTACHMENT D

# CAMPUS

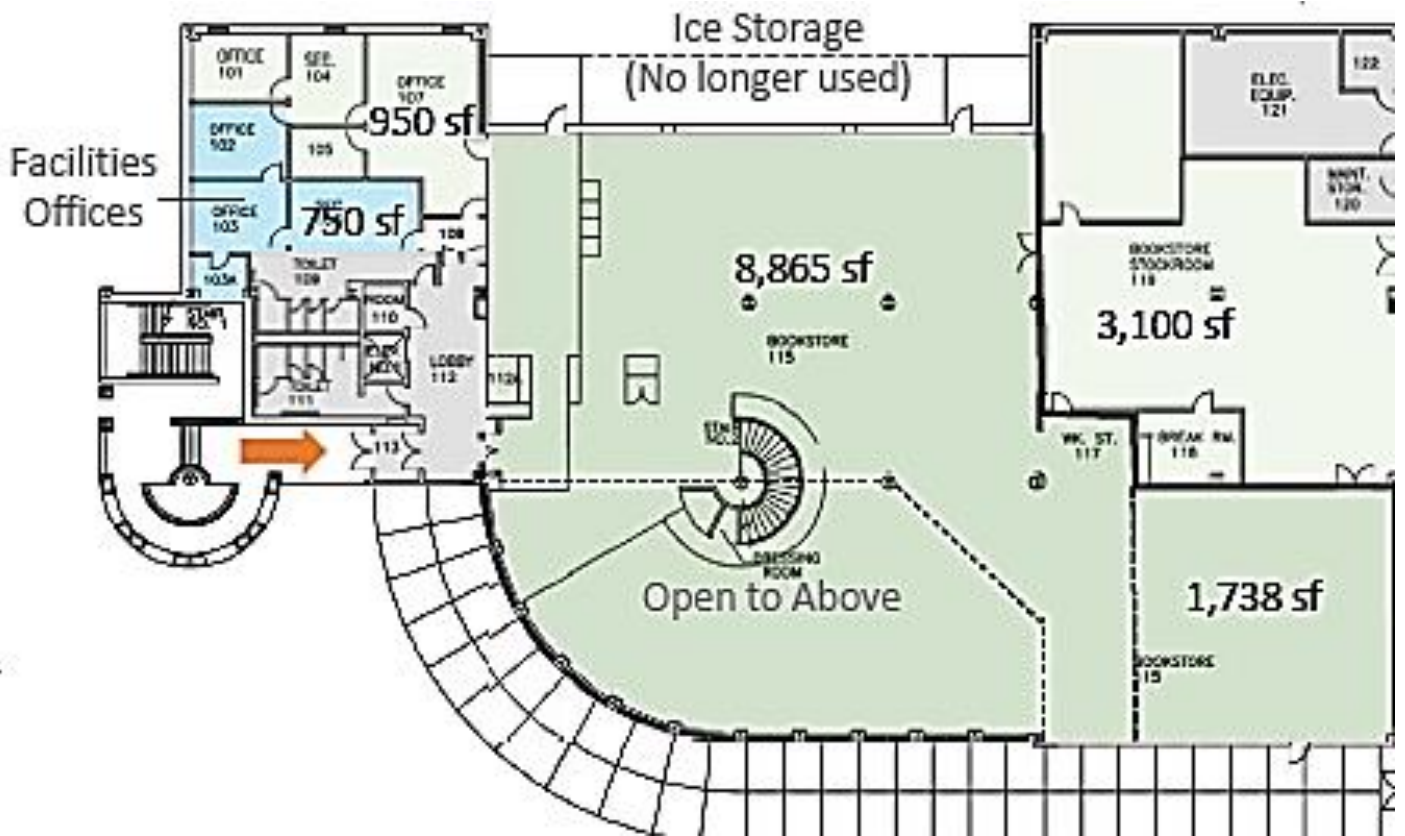
# MAP



- Academic Building
- Administrative Building
- Athletics, Student Recreation or Activities Building
- Residential Building
- University Apartment
- Construction
- Commuter Parking
- Faculty/Staff Parking
- Resident Student Parking
- University Apartment Parking



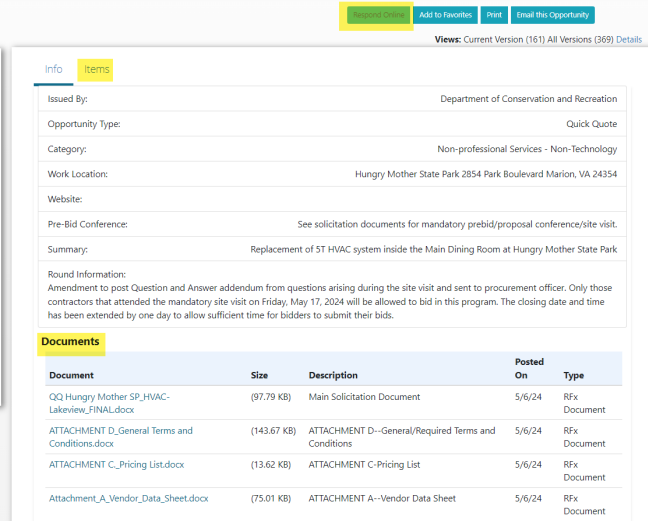
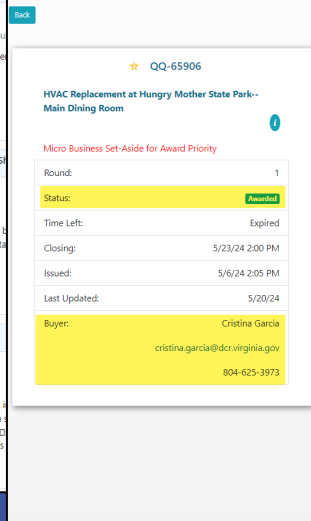
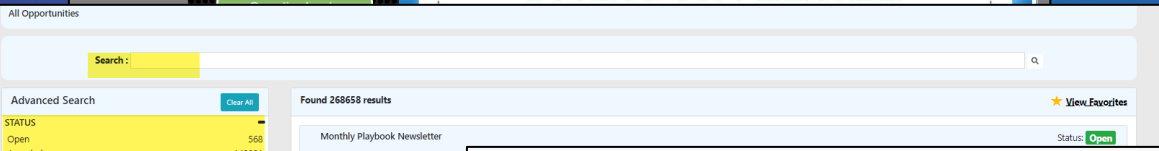
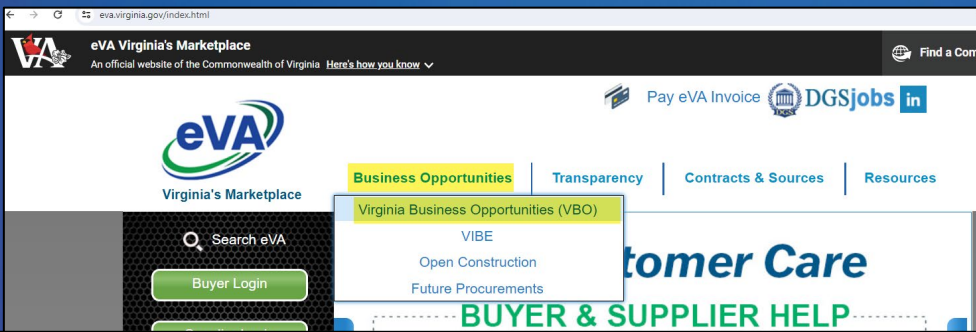
**ATTACHMENT E**  
**DALTON HALL BOOKSTORE FLOOR PLAN**



# Virginia Business Opportunities (VBO)

Want to sell your goods and/or services to Virginia entities? From paper clips to consulting services to vehicles and everything in between, eVA is *the* marketplace for Virginia, connecting businesses to Virginia's buyers and bidding opportunities.

Visit eVA's public posting page, <https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp>, the VBO, to find sealed and unsealed solicitations such as Quick Quotes, Invitations for Bid (IFB), Request for Proposal (RFP), and more! You will also find historic award information, bid tabulations and detailed solicitation documents.



Get Registered, it's FREE!  
Visit [eVA.virginia.gov](https://eVA.virginia.gov) and click Register Now.



## ATTACHMENT G

### **Addendum for Data Protection for Hosted or Cloud Services**

#### **1. Definitions:**

- a. The “Agreement” includes the contract, this addendum and any additional addendums and attachments to the contract.
- b. “University” or “the University” means Radford University, its trustees, officers and employees. The point of contact for the university is the contract administrator for this agreement.
- c. “Vendor” or “the vendor” means the contractor, firm or organization that is selected to fulfill this agreement, including any subcontractor selected by the Vendor to fulfill any portion of this Agreement.
- d. “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.
- e. “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 that individual or information that is defined by as PII and subject to protection by Radford University under federal or Commonwealth of Virginia law.
- f. “Security Breach” means a security –relevant event in which 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.
- g. “Service” or “Services” means any goods or services acquired by the University from the Vendor.

2. **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 the Vendor has limited nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Agreement.

3. **Disclosure:** Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

#### **4. Data Privacy:**

- a. The Vendor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data 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 the law.
- b. University Data will not be stored outside the United States without prior written consent from the University, nor will the Vendor allow access to University Data to subcontractors outside the United States for fulfillment of this contract without prior notification to the customer.
- c. The Vendor 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 Vendor will ensure that the Vendor’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.

#### **5. Data Security:**

- a. The Vendor 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 or use. Such measures will be no less protective than those used to secure the Vendor’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. The Vendor will store and process University Data in a secure site and will provide an annual SSAE 16, SOC 2 or ISAE 3402 Type 2 security report from a third -party reviewer, along with an annual updated security questionnaire.
- c. The Vendor will use industry-standard 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 to assure system security as it provides services under this Agreement.
- d. The Vendor will ensure that any customer data eligible for destruction in the data lifecycle is securely and auditably destroyed.
- e. The Vendor warrants that any hosted applications to be accessed by the customer will occur over encrypted channels, and that the keys used for that encryption will be stored in a secured manner.
- f. All encryption of data at rest will use open, best-practice encryption algorithms and not proprietary algorithms.
- g. The University may elect to provide its own encryption key for data at rest or for IAAS/PAAS services, and expects that the Vendor will control and audit access to this key for the lifetime of the agreement.
- h. The University may inspect the data center used to store and process University Data annually or at any time request.

**6. Data Authenticity, Integrity and Availability:**

- a. The Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Vendor 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. The Vendor 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. The Vendor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

**7. Employee Background Checks and Qualifications:**

- a. The Vendor 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.
- b. If the Vendor 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, the Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven(7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**8. 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 disclose or use of University Data, the Vendor will notify the University, exercise due care to preserve evidence, investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, to 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, the Vendor 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. The Vendor 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.

**9. Requests for Data, Response to Legal Orders or Demand for Data:**

- a. Except as otherwise expressly prohibited by law, the Vendor will:
  - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demand or requests received by the Vendor 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. The Vendor will make itself and any employees, contractors or agents assisting the Vendor 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 related logs at any time for any reason.

**10. Data Transfer Upon Termination or Expiration:**

- a. The Vendor's obligations 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 unrecovered by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- b. Upon termination or expiration of this Agreement, the Vendor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 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. The Vendor shall ensure that such transfer /migration uses facilities and methods that are compatible with 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, the Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred University Data. The Vendor agrees to provide documentation of data destruction to the University and complete any required Commonwealth of Virginia documentation regarding destruction of University Data.
- d. The Vendor 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 the Vendor's facilities to remove and destroy University-owned assets and data. The Vendor 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. The Vendor 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 date.

**11. Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Vendor at the University's expense to ensure compliance with the terms of this Agreement. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If the Vendor must under this agreement create, obtain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Vendor 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 objectives deemed sufficient by the University, which attests the Vendor's security policies, procedures and controls;
  - ii. vulnerability scan, performed by a scanner approved by the University, of the Vendor's electronic systems and facilities that are used in a 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 the Vendor's electronic systems and facilities that are used in a way to deliver electronic services under this Agreement.
- c. Additionally, the Vendor 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. The University may require, at the University expense, the Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

**12. Compliance:**

- a. The Vendor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor 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 the Vendor upon request.
- b. The Vendor 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 the Vendor, 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), and the Federal Export Administration Regulations.

- 13. Liability:** The Vendor is liable for the actions of its subcontractors, and responsible for understanding and complying to jurisdictional requirements for data protection as it executes this agreement.

**ATTACHMENT H**  
**R24-014 BOOKSTORE MANAGEMENT & OPERATIONS SERVICES**  
**FINANCIAL CONSIDERATIONS**

**FINANCIAL STRUCTURE – Calculation of Commissions:**

As part of the contract award, the Contractor should be prepared to pay Radford University commission on all collected sales at the bookstore, excluding the following:

1. The five percent (5%) Radford University OneCard processing fee that is charged to the bookstore on OneCard purchases. (\*Note: previous partners deducted the 5% OneCard fee from the bookstore commission calculation. Radford University retained the 5% OneCard fee as part of regular payments to the Contractor.)
2. Purchases made with Contractor scholarship funds identified as a financial consideration.
3. Veterans discount purchases with valid military identification.
4. Pass through service products such as postage stamps, bus passes, athletic tickets (items that have no margins).
5. Any other product(s) or service(s) as mutually agreed upon in writing by both Parties.

As part of the contract award, the Contractor is expected to pay full applicable commissions on payments remitted by vendors for the following “pass-through” items including but not limited to:

1. Regalia sales and rentals
2. Class rings and jewelry
3. Computers and non-hardware products
4. Any other product(s) or service(s) as mutually agreed upon in writing by both Parties

**Proposed Commission Structure and annual guarantee**

<b>Dollar Range</b>	<b>Percentage</b>
Up to \$5,000,000	
From \$5,000,001 up to \$7,000,000	
Over \$7,000,001	
Digital Course Materials:	
<b>Annual Guarantee</b>	

**Other Financial Considerations:**

<b>Signing Bonus</b>	
<b>Capital Investment</b>	
<b>Scholarship Investment</b>	
<b>OneCard License Fees</b>	
<b>Faculty and Staff Discounts</b>	
<b>Departmental Discounts</b>	
<b>Veteran Discounts</b>	
<b>Textbook Fees and Freight</b>	
<b>Marketing Incentive Budget</b>	