

November 1, 2023

West Virginia University Parkersburg is soliciting proposals from qualified firms to provide online bookstore services with merchandise support for the campus bookstore.

The Request for Proposal (RFP) document is posted at [www.wvup.edu](http://www.wvup.edu) under the procurement section of the website. Firms are encouraged to review the website frequently to be aware of any addenda that are issued related to the solicitation.

Attached, please find the University's Request for Proposal No. 2023-FY-005. Take note that all responses are due no later than 1:00 PM local time on November 22, 2023 to:

WVUP Procurement Services  
300 Campus Drive  
Parkersburg, WV 26104  
Attn: Jeannine Hetrick-Ratliffe  
[jeannine.ratliffe@wvup.edu](mailto:jeannine.ratliffe@wvup.edu)

REQUEST FOR PROPOSALS

For

ONLINE CAMPUS BOOKSTORE SERVICES

Issued by:

West Virginia University Parkersburg  
Procurement Services

November 1, 2023

## SECTION 1-INSTRUCTIONS TO PROPOSERS

### 1.1 SCOPE OF WORK

West Virginia University Parkersburg is soliciting proposals from qualified firms to provide services to the campus for an online bookstore with merchandise support.

### 1.2 PROPOSAL SUBMISSION

The selection procedure for this procurement requires an independent evaluation of the technical proposal and University submittal documents. This separation allows for evaluation of technical proposals on their technical merit only.

**Consequently, each firm shall submit its proposal in two (2) separately sealed envelopes. Firms may not provide any financial information with their technical proposal submissions, it must be in a separately sealed envelope labeled “Cost Proposal”.**

Copies of the proposal submission will not be returned to the Offeror and become the property of West Virginia University Parkersburg. All costs incurred by responding firms associated with the preparation, submission, presentation or proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances be reimbursed by the University.

Sealed proposals shall be enclosed in a sealed envelope and shall be identified as a “Request for Proposals” including the RFP 2023-FY-005, and the RFP opening time (1:00PM) and date (November 22, 2023). The vendor, by making a proposal, represents that: (a) the vendor has read and understands the RFP terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the merchandise/services specified or an acceptable equivalent.

If mailing response via the United States Postal Service, the envelope shall be addressed to West Virginia University Parkersburg Procurement Services, 300 Campus Drive, Parkersburg WV 26104.

Proposals received after the time and date for the proposal opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Oral, telephonic, facsimile or emailed proposals are invalid and will not receive consideration.

The proposal must be signed by such individual or individuals who have full authority from the proposer to enter into a binding contract on behalf of the proposer so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall serve as the contract terms and conditions. No other

terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University. Contractual terms submitted contained in standard vendor contracts that conflict with the State of West Virginia terms and conditions or with the West Virginia Higher education Purchasing Procedures Manual may not be accepted and may disqualify a proposer's response if the terms cannot be successfully negotiated to the benefit of West Virginia University Parkersburg. The Agreement Addendum Form is affixed as one of the attachments in the submission. This form amends the terms that conflict with the State of West Virginia terms.

The proposal price section shall include everything for the proposer to provide the Online Campus Bookstore Services including furnishing all of the products, books and materials required to provide West Virginia University Parkersburg with a successful online campus bookstore operation.

### 1.3 OFFER ACCEPTANCE PERIOD

Proposal (offer) shall remain in effect for a minimum period of one hundred twenty (120) calendar days from the proposal opening date unless otherwise indicated and is irrevocable.

### 1.4 PROPOSAL COPIES

Offerors must submit one (1) original and three (3) copies of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. The "original" copy should be clearly marked. One (1) complete electronic copy shall be provided on a USB. **Electronic copies will not be accepted via email.**

### 1.5 REQUEST FOR PROPOSAL SCHEDULE

November 1, 2023:	Request for Proposal is issued
November 17, 2023:	Deadline for Questions
November 22, 2023:	Proposal Due by 1:00 PM
December 8, 2023:	Target Award Date

### 1.6 CONTRACT AND TERM OF AGREEMENT

The successful Offeror shall sign a contract that incorporates the requirements and terms of this RFP, the response to the RFP, and the negotiated and agreed

upon terms between the Offeror and West Virginia University Parkersburg. The initial term of this agreement shall be for three years, commencing on January 1, 2024. At the sole discretion of the University, the contract may be renewed for an additional three, one-year periods, in accordance with the same terms and conditions as the original contract dependent upon funds being made available for this purpose.

The University reserves the right to terminate the contract at any time upon sixty calendar days written notice to the Contractor. As determined by the University, it will pay the Contractor's reasonable costs incurred prior to the termination.

All applicable Federal laws, State laws, County, Local and municipal ordinances, by-laws, and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

## 1.7 INQUIRIES

Communications with employees of West Virginia University Parkersburg concerning this request by the proposer or on their behalf of the proposer, except as specified below would not be appropriate during the submission and selection processes. **Failure to comply with this requirement may disqualify a proposer.**

All inquiries concerning this request shall be submitted in writing to:

West Virginia University Parkersburg  
Procurement Services  
300 Campus Drive  
Parkersburg, WV 26104  
Attn: Jeannine Hetrick-Ratliffe CPO  
[jeannine.ratliffe@wvup.edu](mailto:jeannine.ratliffe@wvup.edu)

Vendors shall consider Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Procurement Services will work with the vendor and the various offices of the University to gather that information. Failure to abide by this requirement may result in disqualification in solicitation.

Procurement Services can also be reached by:

Telephone: (304) 424-8262

But no substantive information will be provided to vendors verbally or on an individualized basis.

#### 1.8 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction or change in the RFP will be made by formal addendum by the University. Interpretation, corrections, or changes to the RFP allegedly made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction or change.

#### 1.9 MODIFICATION OR WITHDRAWAL OF PROPOSAL

At any time prior to the specified time and date set for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

#### 1.10 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

#### 1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposer Response Certificate (Attachment A).

#### 1.12 NON-FUNDING

All service performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

#### 1.13 RESIDENT VENDOR PREFERENCE

A resident vendor preference will be granted upon written request in accordance with the West Virginia Code, as identified in Attachment N. Please include this form as part of the submission if applicable.

#### 1.14 TAX EXEMPTION

West Virginia University Parkersburg and its Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes.

#### 1.15 REJECTION OF PROPOSALS

The University expressly reserves the right to reject any or all proposals, reissue a Request for Proposals, and to waive informalities, or minor irregularities and discrepancies. Offers may be rejected for any of the following reasons:

- A. Failure to meet the mandatory specifications and requirements;
- B. Failure to respond in a timely fashion to a request for additional information or data;
- C. Failure to supply appropriate and favorable client references;
- D. Financial instability of firm submitting the proposal;
- E. Failure of the firm to successfully negotiate a contract, if applicable;
- F. Submitting an incomplete price proposal page;
- G. Submitting a proposal that is not signed; or
- H. Failure to demonstrate that the Offeror is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

#### 1.16 PROPOSAL PRICING

The pricing offered on the Price Proposal must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. In addition, all Offerors must hold their proposal prices for 120 days after the price submittal date, but prior to contract award date.

#### 1.17 AWARD OF CONTRACT

The award shall be made by the University to the responsible vendor whose bid will be most advantageous to the University with respect to price, conformance to the specifications, quality and other factors as evaluated by the University.

The University may award a contract on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offeror's best terms from a cost and technical standpoint.

#### 1.18 TRADE SECRETS

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each sheet of such information must be marked with the following legend:

“CONFIDENTIAL INFORMATION”

All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia laws after the award has been made). Should a request be made of the University for information that has been designated as confidential by the Vendor and, on the basis of that designation the University denies the request for information, the Vendor may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

#### 1.19 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$50,000 or an open-end contract, the apparent successful proposer must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. At this time, the registration fee is \$125.00. Proposers are encouraged to not pay this fee until such time that they are notified by West Virginia University Parkersburg of intent to award contract.

#### 1.20 PAYMENTS AND INTEREST ON LATE PAYMENTS

Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.

#### 1.21 PRE-PROPOSAL MEETING

Not required for this bid.

#### 1.22 INSURANCE REQUIREMENTS

The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the University from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's



operations under the contract, or by anyone directly or indirectly employed by the Contractor. The Contractor's insurance will be with an insurance carrier licensed to do business in the State of West Virginia acceptable to the University, with the following minimum insurance coverage:

Comprehensive General Liability Insurance-Liability Limit of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

At the time this contract is made, the Contractor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of term for this contract.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. Such insurance shall specifically identify the materials and equipment, and shall name the University as an additional insured.

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

#### 1.23 CONFLICT OF INTEREST

The Contractor shall provide full disclosure of any financial interest or agreements that may foreseeably allow the Contractor to materially benefit from the adoption of any recommendations. Additionally, the Contractor may not utilize any information not a matter of public record which is received by reason.

#### 1.24 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the University and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

## SECTION 2-INSTRUCTIONS FOR PREPARING PROPOSAL

### 2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFP Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions and instructions. Failure to do so will be at the proposer's risk. Each proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the proposer's response, shall be in calendar days. Provide the most information provided for each item identified below.

### 2.2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposer Response Certification, Attachment A, shall be attached to the front of the proposal and shall contain proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Firm's Qualifications and Relevant Experience (Attachment B): All services furnished under this contract shall be from firms that manage online bookstore operations and have been in business for at least five (5) years, and are currently licensed and insured. Proper documentation shall be attached to the proposal. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

Provide detailed information about the following items relating to the firm's qualifications and relevant experience. If the firm is a national company, provide information for local, regional, and national offices that would be serving the University.

1. Provide a company overview, including size, revenue, services provided, and business outlook. Provide detailed information about the number of employees involved in direct support of

bookstore operations, the experience and background of key personnel, and the corporate structure. Provide information about the length of time the firm has been providing bookstore operational services, as well as any other services that may be provided by the firm.

2. Provide information about the firm's business and customer service philosophy.

3. Provide information about the number and size of higher education institutions utilizing the services of your firm. Detail the number of institutions that are public, private, four-year and two-year.

4. Provide a list of client locations within a three hour driving distance radius to the University, including the name of the client, address, name of client administrator that oversees the bookstore, and contact information, including telephone number and email address. Describe the type of bookstore operation provided at these locations and the length of time you have been operating at this location.

5. What is the average duration of a client relationship?

6. How many new clients has your firm added in the past year?

7. How many clients have terminated services in the past year? Why?

8. Is there any pending litigation against your firm? If so, please describe.

9. Are there any significant changes expected in your firm's client base or company operations that would affect your firm's ability to provide services to the University?

Additionally, the University requests that in this section of the response the Offeror expressly acknowledge and indicate understanding that the University is required to protect certain Confidential Information from disclosure under applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and other legislation related to student privacy. The Confidential Information that is protected under FERPA will be provided to the successful Offeror as it is handling an institution service or function that would ordinarily be performed by University employees. The Offeror agrees that it shall be obligated to protect the Confidential Information in its possession or

control in accordance with the applicable laws to the same extent as the University would be obligated if the Confidential Information was in the possession or control of the University. The Offeror further agrees that it is subject to the requirements governing the use and disclosure of personally identifiable information from education records as provided in FERPA. For purposes of the contract that results from this solicitation, the Offeror shall follow and be bound by the interpretation and application that the University gives to these laws.

- C. Firm Organization Chart and Regional and National Management and Administrative Support (Attachment C): Describe the firm's administrative management structure listing key personnel at regional and national levels that will be supporting the University's bookstore operation and information regarding the qualifications of those individuals. Information for each person shall include their educational background, certifications, and work experience with the proposing firm, as well as any positions with prior employers. The chart shall include enough detail to show how the organizational placement of service personnel will support the University's bookstore operation. Provide an explanation of the relationship of corporate support personnel such as District Manager and Regional Managers, who will have the responsibility for the University's account.

Detail your firm's ability to commit required staff personnel and other resources for a responsible supporting management structure and transition.

- D. Textbooks (Attachment D): Describe your firm's capacity to provide instructional and academic materials/textbooks. Include information for reference and trade books as well. Information shall be provided for each of the following categories: new; used; rental; e-text; and demonstrated ability to support inclusive access textbook delivery. Describe your approach for working with the University to minimize consumables and multiple texts while supporting academic freedom. Does your firm have the ability to work with publishers to un-bundle textbook packages and sell components separately? How does your firm ensure that the textbooks are available on a timely basis and in adequate quantities? What methodology is used to determine the adequate quantity for each category of textbook? What is the process to ensure that there is sufficient stock? Detail the policy and timing for restocking or additional orders. Is your firm able to offer a guarantee match price program? Detail the program and any required information that will need to be provided by the student.

How will your firm handle returns? Describe the used textbook buyback process, text rental program, and inclusive access programs.

Detail the ordering procedures and the methods and sources used to secure books. Identify standard mark-up on new, used, rental, and e-text textbooks; the basis for the markup; and how the retail and wholesale buyback pricing figures for books are determined. Describe policies on substitution or replacement of specifically requested editions or versions of books. How are any changes or delays in the delivery of course materials communicated to faculty and students? What are the time frames for these communications?

Describe your firm's philosophy and role in the faculty's textbook adoption decision process. How will faculty place orders with the bookstore? What is the process for ensuring that all orders have been received from faculty? How often are reports provided to faculty concerning the status of their orders?

Include information about the web-based tool that will be used, as well as a sample of the training materials or written documentation provided. Demonstrate how web tools incentivize low cost textbook alternatives. Demonstrate any metrics on cost per course by program, department, etc. that your software tools can generate to assist the University in targeting course materials cost containment.

Describe the process that will be used to compile and publish the textbook list. Indicate how and when this list will be shared with the University for their use. What technology will be used to ensure compliance with this process? It is the firm's responsibility to comply with all federal and State laws regarding distribution of textbook lists to students and interested parties. Describe the process and experience your firm has in complying with these laws. How will your firm comply with all other aspects of Higher Education Opportunity Act? How will your firm ensure compliance with any future legislative directives that pertain to the sale of textbooks?

- E. Additional Merchandise (Attachment E): Describe the additional academic supplies, computer/electronic supplies and apparel that will be offered as merchandise at the University and/or online. Detail the ordering procedures and the methods and sources used to secure these supplies. Outline how merchandise decisions are made and how much of the decision making process is determined locally at the University level. Are there measures available to support local purchasing initiatives? Describe your policy for merchandise returns to vendors.

Describe the proposed clothing and emblematic merchandise program, highlighting aspects to ensure that items are available in varying competitive price ranges. Include information about your firm's experience in managing and applying brand standards of colleges. What is the proposed process for ensuring the University's brand standards will be managed and appropriately applied to products offered in the bookstore and online? Additionally, include an acknowledgement of the University's sole right to its trademarks, symbols, names, logos, and other intellectual property, which may be licensed to the selected firm.

Provide a description of the Firm's capacity for development and implementation of consumer cost saving programs with examples of previous successful programs.

Describe your firm's ability to meet the University community's need for academic regalia, announcements, school rings, faculty gowns, etc. Detail any relevant timeframes for these items and discuss the communications plan that will be used to communicate any important ordering deadlines to the University community.

F. Technology (Attachment F):

Describe all necessary secure interfaces and data requirements you will need to facilitate transfer of University data as it relates to student personal and financial data that impacts bookstore functions. What backup processes does the firm maintain to ensure business continuity? How do you report the firm's use and needs of University data? What is the timeframe for firm system integration with the University's systems? Are firm systems and equipment proprietary? How often are new releases issued? Are your systems "cloud based?" What security is in place for your systems? What are the connectivity requirements for your systems? If the firm provides connectivity, note that in response and outline execution timeline during the lead up to contract initiation and how University data will be transferred across connections. Demonstrate how well your systems run on mobile devices? What system architecture is needed for your operations to run smoothly in conjunction with the University?

Describe the website that will be used for the bookstore. Will your firm utilize the University's existing website URL? Will your firm build a website for the University? If customers are driven to your firm's corporate website, how will the firm account for those sales to the University? Does your firm have a single website for all online sales or are sites specific to each location? If there is a single site, describe how the University's information will be tracked. Describe the process for online fulfillment, including item search through item

return. What method is used to determine inventory and merchandise type to ensure order fulfillment?

- G. General Operations (Attachment G): Describe your plan for faculty and staff relations. What types of promotional activities shall your firm provide? Provide examples of special events and programs that would enhance the bookstore operation for the University's faculty and students. Include suggestions for faculty educational sessions on methods for faculty to use to reduce the cost of textbooks effectively and efficiently to provide maximum value and affordability to students. Provide an outline of events and programs to educate students as to their best value in choices related to textbooks, course supplies and materials. These programs should include information on best-price guarantees, best buyback guarantees, rentals, e-texts, special club rewards programs, as well as any other means of improving affordability. Describe your experience in supporting the new student orientation process. Include any proposed plans for freshman orientation.

Describe in detail your firm's ability to integrate with campus system, procedures, and cultures. Outline your experience in successfully managing other institutional electronic bookstores in a manner that serves that unique partner. Describe how the University is different or similar to other institutions of higher education that your firm has served.

What are the follow up procedures for customer complaints, including what will be done to ensure that the same problems are not repeated? Excellent customer service is required by the University. Define how your firm's services and products are based on customer focus. How will feedback be obtained from customers and how will the data be analyzed and used? Include a copy of your firm's written customer service plan.

Provide a sample Annual Operating Plan that would be submitted to the University each year for review and approval. Include information as to how your firm will comply with the University's requirement to supply guidance and oversight in, the business plan, monthly financial reporting, promotions, and various merchandise decisions.

How will the University ensure that pricing remains appropriate for customers? How does your firm provide quality assurance for all merchandise?

The University is responsible to educational funding providers for financial aid paid to students when students are unsuccessful in a course due to non-attendance. Such occurrences could result in a

receivable account for students that become institutional responsibility to pay and then collect from the student. Can the firm assist the University in limiting the amount of uncollected student fees for bookstore related purchases? What is your proposed involvement in collection of these fees?

What measures will your firm take to ensure that all transmission, receipt, storage, use, and disposal of University institutional data is handled in a secure manner in order to prevent unauthorized third party access? How will you ensure confidentiality, security, and compliance with FERPA and all other applicable laws as well as commercial best practices?

Describe how your firm will promote green products and use sustainable practices in the operation of the bookstore. Describe your firm's green and sustainability policies and results.

The University values its image; as a result, you shall include a confirmation that your firm shall not sell any materials or provide any services deemed by the University not in compliance with its image.

- H. Reporting (Attachment H): Describe the reports and data that will be provided to the University to determine compliance with the contract. Provide a sample period statement that would be provided to the University. Include representative information that would be provided month, operating period, quarterly, and annual on these statements. Demonstrate how information for online sales, commissions generated through buybacks, and sales of other merchandise will be reported. Include a sample progress report that will be used to measure the level of achievement of goals and strategies set forth in the annual operating plan. Submit an example of the Operating Profit and Loss Statement and Operating Report. Describe how you define and calculate Annual Gross Sales. Describe how the firm's vendor rebates contribute to the firm's operating profits that may drive the ability to support the University.
- I. Transition (Attachment I): Describe in detail your ability to complete a successful transition. Describe the time frame required for such a transition. Include information regarding inventory, equipment, service continuity, services, and other factors related to an orderly transition. How will you price the product? Describe your experience and proposed plans to ensure success with this transition, with specific attention given to ensure a high level of student and University satisfaction during the first few weeks after contract start.



- J. Unique Qualifications (Attachment J): Highlight any specific qualifications that would make your firm uniquely qualified to operate the University online bookstore. Describe any other innovative services you would propose to the University as a means of increasing sales, simplifying the buying process, and improving the buying experience. Provide relevant examples of institutions where you have instituted such practices. Include any additional or alternative proposals for the University to consider such as innovative customer service programs, entrepreneurial initiatives, alternative facilities, special business relationships, and creative ideas and concepts particularly as they relate to course materials cost containment for students.
- K. Financial Stability (Attachment K): Please provide independently audited financial statements for the three most recent complete fiscal years.
- L. References (Attachment L): On the reference form included in this RFP package, provide a minimum of three references for which your firm has provided services for minimum of three (3) years.
- M. Sample Contract (Attachment M): Provide a sample copy of any contract, service level agreement, or other agreement.
- N. State of WV Vendor Preference Certificate (Attachment N): Application to WV Vendors can be claimed if completed. Please submit and complete certification if applicable.
- O. Purchasing Affidavit (Attachment O): This form is used to certify that Proposers do not owe any debts to the State of West Virginia which would preclude them from receiving a contract.
- P. Agreement Addendum (Attachment P): This form amends any terms submitted in the proposal that would conflict with the State of West Virginia Terms and Conditions.

## SECTION 3-TECHNICAL SPECIFICATIONS

### 3.1 INTRODUCTION

West Virginia University Parkersburg is requesting proposals from qualified bookstore service firms to operate an online bookstore with additional physical services. The physical bookstore will be run by West Virginia University Parkersburg employees. The bookstore is located on main campus and aspires

to support a robust online sales presence for both course and non-course materials.

### 3.2 UNIVERSITY BACKGROUND

Founded in 1961, West Virginia University Parkersburg is an independently-accredited community and technical college that maintains an affiliation with West Virginia University. Students may complete their initial one and two years at WVU Parkersburg before moving on to complete select four-year programs at WVU. The institution is also the only public community and technical college in West Virginia accredited to offer baccalaureate degrees. The college's primary service area consists of seven counties in West Virginia: Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt and Wood.

### 3.3 OVERVIEW

West Virginia University Parkersburg currently has an outside vendor operating the existing campus Bookstore including textbooks (new, used, custom, rental, and e-books), general merchandise including apparel and insignia, food and beverages, and trade books.

The University strongly believes in collaborative partnerships with all contracted firms. The services provided at the bookstore reflect upon the University as well as the selected operating firm. As a result, the selected firm shall operate the online bookstore in a manner that presents a visible representation of the academic quality and image of the University, while ensuring the availability and affordability of course materials, which are critical to the overall operation. West Virginia University Parkersburg Bookstore's range of services has evolved over the years. It is the goal of the University to review the open market to benchmark our current services with a range of options in order to determine the best solution for the institution. Any competing products and service models should at least match the current level of services to the campus and community.

West Virginia University Parkersburg Bookstore current scope of operations includes:

1. Textbooks sales including new, used, rental, custom, and e-book.
  - a. In store textbook rentals.
  - b. Textbook pricing and buyback
  
2. General Merchandise including: school insignia and apparel, convenience items (including food and beverage, health and beauty aids, and over the counter

medicines), school supplies, trade books, and other various gift items.

3. Nursing Student Supplies
4. Administration of graduation regalia sales, procurement and delivery to participating students and faculty.
5. Other services such as contracting with class ring services.
6. Maintenance of online retail presence for much of apparel inventory.

The primary purpose of the bookstore is to supply the University with the requested course materials to foster the pursuit of student success at the University. A significant opportunity for the bookstore is to increase the amount of items to be offered to students in addition to textbooks. Further, in the face of a rapidly changing marketplace, the University expects the selected firm to provide a college online store experience that taps into emerging course material delivery systems, such as inclusive access and textbook delivery as a component of course fees that offer the best possible cost scenarios for West Virginia University Parkersburg students. The University also desires an easily navigable faculty adoption process offering turnkey best practice suggestions and easily identifiable lowest cost course material suggestions.

It is expected that the selected firm will provide strong communication and customer relations between the store staff and the University community. The firm shall offer a full range of merchandise and services expected from an academic online bookstore, including providing, on a timely basis, sufficient quantities of textbooks, special orders, specified editions (new, used, rental, and e-texts), and related supplies and academic materials.

The University expects the firm shall become involved in the academic, cultural, and social environment of the University and take advantage of opportunities to offer special merchandising.

The University is committed to providing exemplary customer service and expects the selected firm to provide prompt and timely responses to customers. Customers with special orders shall be assisted within 24 hours and all customer service complaints shall be investigated and resolved as soon as possible. The firms shall provide a monthly report of customer complaints and resolutions to the University and shall immediately notify the Executive Vice President of Finance & Administration of any complaints that may escalate to the attention of the upper administration of the University.

### 3.4 TEXTBOOKS

The University bookstore is the primary source for course-related materials and supplies for West Virginia University Parkersburg students. In recognition of the changing dynamics of the college textbook industry, the University expects the firm to develop and provide innovative course materials programs that provide best values and comply with the textbook provisions in the Higher Education Opportunity Act. The selected firm shall also expressly comply with any future Federal or State legislation that impacts textbook sales.

The University expects that the bookstore have available all textbooks, including specific editions and format, and materials needed for all courses and that all course materials are available to students at the beginning of the term. The bookstore shall have sufficient quantities of textbooks and related supplies and materials as required or recommended by faculty for academic courses, and shall aggressively minimize out-of-stock situations on textbooks. Digital versions of textbooks shall also be available for sale. The University desires for the vendor to provide the broadest availability of used textbooks, rental options, and inclusive access programs that will result in the most affordable course materials for West Virginia University Parkersburg students.

The selected firm shall be the exclusive agent for the collection and compilation of the textbook list for the courses. As a result, the firm shall facilitate the textbook adoption process in a manner that is accurate and timely. A web-based adoption and research tool shall be provided for faculty, and regular updates and training on using the tool shall be provided. This adoption tool should offer faculty easy to access best practices and reviews of course materials as well as low cost alternatives for course materials including Open Educational Resources if available. The firm shall also provide timely reports to faculty division offices concerning the status of their orders and metrics that outline the degree to which the department is taking advantage of the best pricing available for course materials.

The firm shall also provide a wide selection of current trade, academic, and technical literature in support of required materials for the academic disciplines of the University.

The University is committed to providing a strong textbook program that prioritizes cost containment to students. The firm shall maximize the availability of used, rental, and digital textbooks for purchase by students. However, the firm shall ensure that all editions offered through these programs are current for the applicable course. A robust textbook buyback program shall also be available for students. The firm shall work with the faculty to make every effort to obtain early textbook/course materials adoption commitments in order to maximize buyback opportunities for students. Students shall also be provided with textbooks through a textbook rental program with rental options available for

the widest range of course possible. Where possible the firm will work with publishers to identify “inclusive access” models for course materials with either “opt-in” or “opt-out” measures for enrolled students.

### 3.5 ON DEMAND COURSE MATERIALS

The University works with local print shops to provide on demand course notes and materials. The bookstore partner may continue that process at current service and cost levels or offer its own unique on demand and/or custom textbook development services.

### 3.6 OTHER MERCHANDISE

The selected firm may promote and offer a broad selection of emblematic clothing and gifts. The firm shall make a significant effort to provide emblematic merchandise at multiple price points. All items with University brand marks require approval from the University Communications Department. The selected firm will also keep apprised of new merchandise of interest to the University’s community and provide an innovative marketing program utilizing multiple media channels with exciting merchandise. It is the expectation that the firm will create a bookstore comprised not only of necessary texts and supplies, but a varied selection of products and services, and that the firm will offer marketing and promotions to attract members of the University community, including alumni, throughout each semester.

The bookstore is responsible for facilitating regalia orders for purchase or rent by students and faculty for commencement. These purchase costs will be borne by the individual and not the University. The firm will provide students with the opportunity to order announcements, class rings, gifts, frames, and other graduation related items directly through the firm or with identified regalia providers.

### 3.7 EMPLOYEES

**The physical bookstore will be run by West Virginia University Parkersburg employees.**

### 3.8 HOURS OF OPERATION

The bookstore is open throughout the year. Hours are modified based on the academic calendar, which consists of a Fall Semester, Spring Semester, and Summer that is divided into three terms. For illustrative purposes, the 2023-2024 Academic Calendar is available on the University’s website.

### 3.9 FACILITY AND EQUIPMENT

Facilities and Equipment will be provided by West Virginia University Parkersburg physical onsite bookstore.

### 3.10 TECHNOLOGY/ EQUIPMENT/WEBSITE

The University seeks to leverage the industry's latest hardware and software technology to the greatest extent in systematizing and managing the online bookstore operations. One of the critical requirements of the bookstore is to provide electronics solution that allow the University to administer financial aid for payment for bookstore supplies. As the University has a significant percentage of students receiving some form of financial aid, it is vital that electronic solutions in this area are seamless, accurate, and secure.

### 3.11 SALES AND FINANCIALS

The selected firm shall provide the following reports:

1. monthly and annual sales reports for the Bookstore, which separately identify and detail different merchandise categories and services as selected by the University;
2. monthly and annual sales reports showing any appropriate credit card transactions, financial-aid transactions, and cash/check transactions;
3. a monthly, academic term, and annual listing of textbooks sold that states the University course title, textbook title, author, ISBN, quantity of new textbooks sold, quantity of used text books sold, quantity of rental books rented, quantity of any e-texts sold, and per item sales price;
4. a monthly and annual accounting of discounting provided for University sales;
5. buyback reports consisting of the number of retail titles, purchases by title, and retail and wholesale buyback volume;
6. reports of customer complaints and the firm's response to those complaints, including the time it took to resolve; and
7. an annual bookstore operating plan that will include reporting on key performance indicators and strategies focused on strengthening the bookstore's market position, customer service, best value textbook purchases for students, and financial return to the University.

### 3.12 ADDITIONAL CONTRACT REQUIREMENTS

The firm shall make available to students and faculty on a timely basis each semester course book lists at no cost to the University, students or faculty, as required by underlying legislation. Additionally, it shall be expressly understood by the firm that student sponsored or organized book exchanges on campus do not violate the exclusivity clause of this contract, provided that these exchanges are not associated in any way with a competing commercial interest.

The selected firm shall conspicuously post the policies and procedures concerning refunds, exchanges, discounts, buy backs, and voucher programs (e.g. for veterans). This information shall be plainly written and available on the website.

The firm is expected to purchase the existing book and non-book merchandise inventory at last cost, provided it is in resalable condition.

### 3.13 TRANSITION OF SERVICES

The University anticipates transition of services to begin as soon as possible after award. The appropriate management personnel from the selected firm shall be required to attend a start-up meeting as soon as possible after award prior to the contract start date.

If this contract terminates for any reason, including termination for cause, convenience, or at the end of the term, and the firm is not awarded the next contract; the firm shall assist the University in the transition of services to the new firm as required. The firm shall not be paid the final invoice until the completion of the successful transition.

## SECTION 4-EVALUATION CRITERIA

### 4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Contractors submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Contractors will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

### 4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual proposers, if required, proposals will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, if required, with any or all of the proposers whose proposals are found acceptable or potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Executive Director of Purchasing will establish procedures and schedules for conducting oral and/or written discussions if necessary.

Contractors are advised the University may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost or price and technical standpoint.

#### 4-3 VENDOR INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the vendors selected for discussions.

#### 4-4 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with proposers regarding their technical proposals, alternative approaches or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final vendors for the project, giving due consideration to the established evaluation criteria. The committee will recommend to award, based on the proposal which is found to be the most advantageous to the University based on the factors set forth in the Request for Proposals.

### SECTION 5 - EVALUATION PROCESS/CRITERIA

#### 5-1 EVALUATION PROCESS

West Virginia University Parkersburg will evaluate all acceptable proposals based on the criteria identified. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation involves a cumulative scoring process through a number of different phases by the evaluation committee. The first phase involves the



review of the technical proposal; the next phase is the evaluation of oral presentations (if deemed necessary), and the final phase is the price proposal. All firms will be notified in writing if they do not meet the requirements for a particular phase.

## 5.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

- A. Responsiveness to the scope of work and questions;
- B. Demonstrated past performance of the firm at peer institutions relative to scope of work outlined in RFP and peer client satisfaction;
- C. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
- D. Oral presentations, if required;
- E. Composition of the principles and staff assigned to the performance of these services, particularly the proposed account manager and immediate support staff, and their qualifications and experience with relevant services such as being proposed;
- F. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
- G. Firm's capacity to perform the work giving consideration to current sales demands;
- H. Firm's familiarity with problems applicable to this type of service;
- I. References from previous clients, including size and scope of services, name and telephone number of contact person; and
- J. Price proposal, including demonstrated ability to delivery cost reduction strategies for students including inclusive access programs both proposed and actually executed at peer campuses.

Each phase of the process shall be weighted as follows:

Technical Proposal-50%

Transition Plan	20%
Demonstrated Success on Peer Campuses	20%
Marketing Plans for Textbooks	10%
Marketing Plans for General Merchandise	10%
Vision to Serve All Campus Communities	10%

Financial Proposal-30%

Financial Return to University	20%
• Including commission paid to University, capital investment, and other support such as marketing and scholarships	
Textbook Cost Containment Strategies	10%

SECTION 6- GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. ACCEPTANCE: Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. ARBITRATION: Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
4. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
5. BUYER: For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
6. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
7. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.

8. DELIVERY: For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law; therefore, such a provision is void and of no effect.
10. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
15. REJECTION: All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, proposal, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.
17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.

20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

**ATTACHMENT A**

**PROPOSAL RESPONSE CERTIFICATION**

West Virginia University Parkersburg

\_\_\_\_\_  
DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposals and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers \_\_\_\_\_ to \_\_\_\_\_ have been received and were examined as part of the RFP document.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

**ATTACHMENT B**  
**FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE**

**ATTACHMENT C**

**FIRM ORGANIZATION CHART AND REGIONAL AND NATIONAL  
MANAGEMENT AND ADMINISTRATIVE SUPPORT**

**ATTACHMENT D**  
**TEXTBOOKS**



**ATTACHMENT E**  
**ADDITIONAL MERCHANDISE**

**ATTACHMENT F**  
**TECHNOLOGY**

**ATTACHMENT G**  
**GENERAL OPERATIONS**

**ATTACHMENT H**  
**REPORTING**

**ATTACHMENT I**  
**TRANSITION**

**ATTACHMENT J**  
**UNIQUE QUALIFICATION**

**ATTACHMENT K**  
**FINANCIAL STABILITY**

## ATTACHMENT L

### REFERENCES

The Offeror shall list at least three higher education institutions where services are being provided of similar scope. At least one of these institutions should be within a three hour driving distance from the University. Provide a brief description of the scope of each contract. Use separate sheets if necessary and include with submission. The University reserves the right to regard any reference with inaccurate information as an unfavorable reference.

#### Reference 1

Institution name	
City, State, Zip	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

#### Reference 2

Institution name	
Address	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

#### Reference 3

Institution name	
Address	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

Please note: References listed must be able to confirm the Offeror's ability to provide the services requested in this RFP document.

References submitted by:

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**ATTACHMENT M**  
**SAMPLE CONTRACT**

# ATTACHMENT N

## RESIDENT VENDOR PREFERENCE

WV-10  
Approved / Revised  
09/15/17

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
\_\_\_\_ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
\_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

**ATTACHMENT O**  
**PURCHASING AFFIDAVIT**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

*Purchasing Affidavit (Revised 07/07/2017)*

# ATTACHMENT P

## AGREEMENT ADDENDUM

WV-96  
Rev. 5/16

### AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**VENDOR**

Company Name: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_