



REQUEST FOR PROPOSAL (RFP)

RFP-445

Online Bookstore Services

Issue Date: February 11, 2025

Due Date: March 17, 2025

SUBMITTAL DUE DATE AND TIME:

One (1) **original technical and cost proposal** plus one (1) convenience copy, as well as an electronic copy (submitted on a USB drive) to:

Monica J. Cochran
Director of Procurement
Fairmont State University
Hardway Hall Room 305
1201 Locust Avenue
Fairmont, WV 26554

The outside of the envelope or package(s) for both the technical and the cost proposal should be clearly marked:

REQ/RFP #: RFP-445
Opening Date: March 17, 2025
Opening Time: 3:00 p.m.

Late submittals will not be accepted. Proposals will be accepted until the time and date specified.

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- A – Higher Education Opportunity Act (HEOA)
- B – Higher Education Policy Commission, Series 51 Procedural Rule
- C – FSU Policy # 54
- D – Sample Format of Operating Profit and Loss Statement
- E – Sample Format of Quarterly Management Fee Statement
- F – Annual Sale and Other Income Statement – FYs 21, 22, 23
- G – Financial/Cost Proposal Worksheets

LETTER OF INTENT (to submit a bid) – and attend the Mandatory Pre-bid Conference:

My company intends to submit a bid response for RFP-445.

Company Name:	
Contact Name:	
Address:	
City, State, Zip:	
Phone #:	
Fax #:	
Email Address:	

Signature: _____

Title: _____

RFP addendums (if any) will be sent (by email) to the contact person listed above.

Please return by email no later than 2:00 p.m. on February 18, 2025. Please return to:

Monica J. Cochran, Director of Procurement
Fairmont State University
Email: monica.cochran@fairmontstate.edu

SECTION 1: GENERAL INFORMATION / BACKGROUND

1.1 Purpose:

Fairmont State University, herein after referred to as “Fairmont State” or “University,” seeks to establish an exclusive contract for online bookstore management services. The University, therefore, seeks to obtain competitive proposals from experienced firms via this Request for Proposal (RFP) document.

This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Location and Operating Environment:

The University’s 120-acre campus is located at 1201 Locust Avenue, Fairmont WV 26554. Full and part time enrollment is approximately 3,000 students per semester, excluding the summer semesters. Fairmont State University is a public institution committed to providing a high-quality, student-centered education. Founded in 1865, the University offers a range of undergraduate and graduate programs across various disciplines, including business, education, engineering, health sciences, social sciences, and liberal arts.

Fairmont State University is known for its dedicated faculty, supportive campus environment, and emphasis on experiential learning. The University aims to foster intellectual growth, professional development, and personal enrichment through a blend of rigorous academic programs, research opportunities, and community engagement.

Key attributes of Fairmont State University include:

- **Mission:** To prepare students for professional and personal success through a transformative educational experience grounded in academic excellence, practical application, and community involvement.
- **Values:** Commitment to student success, academic integrity, diversity and inclusion, community engagement, and continuous improvement.
- **Campus:** A vibrant campus community featuring modern facilities, state-of-the-art technology, and a range of student services and extracurricular activities designed to enhance the student experience.
- **Community Impact:** Active engagement with the local community and beyond, emphasizing partnerships, service-learning, and collaborative projects that contribute to regional & global progress.

Fairmont State University is dedicated to fostering an inclusive and dynamic learning environment that equips students with the skills, knowledge, and experiences needed to thrive in an ever-changing world of increasingly competitive and dynamic private, government and non-profit sectors.

- **1.2.1** Fairmont State University’s bookstore is currently operated under an emergency contract with Follett Higher Education Group, LLC, covering the sale of textbooks (new, used, rental, and e-books), general merchandise, graduation regalia, and school-branded spirit items. This contract, effective from June 1, 2024 to May 31, 2025, grants

Follett full responsibility for the physical and online bookstore operations of Fairmont State University. The bookstore provides course materials, faculty textbook adoptions, branded merchandise, and additional services such as regalia sales and buyback programs.

1.2.2 The current emergency contract includes provisions for:

- Textbook Management: Adoption, purchase, and rental of required course materials, including printed and digital formats.
- General Merchandise: Sale of generic and Fairmont State-branded apparel, school supplies, gifts, and convenience items.
- Online Bookstore Operations: A platform integrated with the University's student information system, allowing students to order books and merchandise online.
- Operational Responsibilities: Follett handles inventory management, store security, staffing, and compliance with university policies, including ADA requirements.

The existing model presents limitations such as operational flexibility, prompting Fairmont State University to pursue a strategic transition to a self-operated Spirit Store for branded merchandise and an outsourced virtual textbook and course materials vendor to better align with institutional goals.

1.3 HEOA and Rules:

The contract bookstore is required to support Fairmont State student population and is required to follow rules set forth in:

- The Federal Higher Education Opportunity Act 2008 (Exhibit A).
- The rules set forth in Series 51 of the West Virginia Higher Education Policy Commission (Exhibit B)
- Fairmont State's Policy #54 (Exhibit C)

1.4 Definitions:

The following definitions will be part of any contract awarded for order placed as result of this RFP.

Addendum: Written clarification or revision to this RFP issued by the Fairmont State University Procurement Office.

Bidder: An individual or business entity submitting a bid proposal in response to this RFP.

Contract: This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by Fairmont State University.

Contractor: The bidder awarded a contract resulting from the RFP.

Equipment, Item or Product: Refers to the purchase unit.

Institution or Agency: Fairmont State University

May: Denotes that which is permissible, not mandatory.

Shall or Must: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejections of a bid proposal as materially non-responsive.

Should: Denotes that which is recommended, not mandatory.

State: State of West Virginia

University, The University, or FSU: Fairmont State University

1.5 Acknowledgement:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor, and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

1.5.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

1.5.2 The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding the performance of the scope of work of this contract.

1.6 Schedule of Events:

RFP Release Date	February 11, 2025
Letter of Intent to Bid	February 18, 2025
Mandatory Pre-Bid Meeting.....	February 20, 2025
Vendor Questions Due.....	February 21, 2025
Addendum Issued (to respond to vendor’s questions)	February 26, 2025
Bid Opening Date.....	March 17, 2025
Evaluation Committee Meets	March 24, 2025
Vendor Presentations (top technical scores)	April 1-4, 2025
Letter of “intent to award” Issued (tentative).....	April 16, 2025
Contract Award (tentative).....	May 1, 2025
Contract Effective Date (tentative).....	June 1, 2025

1.7 Letter of Intent to Submit a Bid (and attend the mandatory pre-bid conference):

Vendors planning to submit a bid in response to this RFP are requested to return the Letter of Intent (page 4 of bid package) by 2:00 p.m. on February 18, 2024.

1.8 Mandatory Pre-bid Conference:

There will be a mandatory pre-bid conference at 10:00 a.m. (EST) on February 20, 2025. The pre-bid meeting will be held via Microsoft Teams. All interested bidders are required to be

present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor. Those attending the conference must submit the "Letter of Intent" found on page 4 of the RFP by February 18, 2025.

The Teams meeting link will be emailed to the contact person listed on the Intent of Bid form.

1.9 Vendor Presentations:

All proposals, information and responses must be submitted in writing. The top vendors who receive the highest technical scores will be asked to make an oral presentation (via Microsoft Teams) to the Evaluation Committee. The oral presentations will tentatively be held between April 1-4, 2025.

1.10 Inquiries:

Inquiries regarding specifications of this RFP must be submitted in writing to the Director of Procurement. The only exception is for questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.5. All inquiries of specification clarification must be addressed to:

Monica J. Cochran, Director of Procurement – monica.cochran@fairmontstate.edu
Fairmont State University
Hardway Hall Room 305
1201 Locust Avenue
Fairmont, WV 26554

No contact between the Vendor and the University is permitted without the express written consent of the Director of Procurement. Violation may result in rejection of the bid. The Director of Procurement named above is the sole contact for any and all inquiries after this RFP has been released.

1.11 Response to Vendor's Questions/Inquiries:

Any vendor questions will be answered in an RFP Addendum which will be distributed (via email notification) to vendors who submitted a Letter of Intent to Bid. The addendum will be released via email notification no later than February 26, 2024. Addendum will also be posted on the Fairmont State University Procurement webpage. Only the written response to questions will be binding.

1.12 Verbal Communication:

Any verbal communication between the Vendor and any University personnel is **not** binding. Only information issued in writing and added to the RFP specifications by an official written addendum by Procurement is binding.

1.13 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Procurement Office.

SECTION 2: PROJECT SCOPE AND SPECIFICATIONS:

2.1 Overview & Scope:

Fairmont State University seeks proposals from qualified vendors to manage and operate an Online Full-Service Bookstore. The selected vendor will be exclusively responsible for all aspects of textbook and course materials management, ensuring accessibility, affordability, and convenience for students, faculty, and staff. The online bookstore will complement the University's transition to an in-house Spirit Store, which will focus on branded merchandise and related services.

The vendor shall provide a **comprehensive online bookstore solution** that offers a seamless experience for purchasing textbooks, course materials, non-branded retail merchandise, and graduation regalia, while ensuring timely delivery and superior customer service. The following sections outline the **required components and expectations** for the vendor's scope of work.

2.2 Technical Requirements:

Proposals should provide information detailing the bidder's business and ability to provide the following services:

2.2.1 Online Platform Development & Maintenance

- Provide a **secure, accessible, and user-friendly** e-commerce platform with mobile compatibility.
- Operate a **comprehensive online bookstore** with 24/7 access to course materials
- Ensure **ADA compliance** and robust cybersecurity measures for secure transactions.
- Ensure availability of ADA-compliant materials upon request
- Integrate with Fairmont State's **Ellucian Banner ERP** to:
 - Allow automatic pre-population of required course materials in students' shopping carts.
 - Enable direct billing to student accounts for purchases with financial aid and scholarship funds.
 - Ensure **daily automated feeds** for financial aid charge processing.
 - Allow students to navigate from Banner Student Self Service to their course's required materials via SAML SSO
 - Allow faculty to log in via SAML SSO and set their course required materials

2.2.2 Textbooks

The vendor shall supply all required textbooks in various formats to accommodate diverse learning preferences and financial needs. The vendor must:

- Provide a comprehensive inventory of course materials, including:
 - **New, used, rental, and digital (e-books) options.**
 - Course-specific materials such as software codes and access keys.
 - Custom course packs, lab manuals, and other faculty-requested materials.

- Ensure all required course materials are available to students no later than 14 days prior to the semester start.
- Implement a streamlined, user-friendly **online textbook adoption system** for faculty, providing:
 - Web-based tools to select required course materials.
 - Reporting capabilities for faculty and administrators to track adoption status.
 - Faculty training and technical support.
- Offer a **robust textbook buyback program**, including:
 - Online buyback options with transparent pricing.
 - Guaranteed buyback prices available at the time of purchase to help students plan financially.
 - Convenient return options, including on-campus drop-off locations.
- Integrate with Fairmont State's **Ellucian Banner ERP** to:
 - Allow automatic pre-population of required course materials in students' shopping carts.
 - Enable direct billing to student accounts for financial aid and scholarship funds.
- Offer cost-saving alternatives, such as:
 - **Inclusive access programs** for digital course materials.
 - Subscription models and textbook rental programs to improve affordability

2.2.3 Other Course Materials

The vendor shall provide additional educational materials beyond traditional textbooks to support various academic disciplines and specialized programs. These materials include but are not limited to:

- **Nursing kits and lab supplies**, ensuring accuracy and compliance with faculty specifications.
- **Course-specific tools and technology**, such as calculators, drafting kits, and online learning resources.
- Custom bundles and course packs, which shall be created in collaboration with faculty.
- Licensing and software packages required for specific courses or programs.

The vendor must have the ability to procure specialty materials in a timely manner to prevent disruptions in coursework. The vendor must work closely with faculty to ensure **accurate and timely procurement** of these materials and provide recommendations for cost-effective alternatives where applicable.

2.2.4 Graduation Regalia

The vendor will manage all aspects of **graduation regalia sales and distribution**, including:

- **Caps, gowns, hoods, and tassels** for undergraduate and graduate students.
- **Fairmont State-branded keepsakes, class rings, and announcements.**
- An **easy-to-use online ordering platform** with:
 - **Direct home delivery** or **on-campus pickup.**
 - Flexible **return/exchange policies.**
 - **Special group pricing** for bulk orders.
- Coordination with the **University's commencement planning committee** to ensure appropriate availability and special orders.
- Offering a flexible return/exchange policy to accommodate last-minute changes

2.2.5 General Merchandise

The selected vendor will be responsible for offering a variety of essential **non-branded** retail merchandise through the online bookstore platform to support students' academic needs.

The vendor's responsibilities for retail merchandise within the online bookstore will include, but are not limited to:

- **Academic Supplies:**
 - Notebooks, binders, planners, and organizational tools.
 - Writing instruments such as pens, pencils, and highlighters.
 - Calculators, art supplies, and other course-specific items.
- **Technology and Accessories:**
 - Headphones, USB drives, chargers, and power banks.
 - Laptop sleeves, screen protectors, and essential tech accessories.

Except for graduation materials as described in section 2.2.4, the online bookstore must **not** include any Fairmont State-branded merchandise, including apparel, accessories, or promotional items, as these will be exclusively available through the University's self-operated spirit store. The vendor must work collaboratively with the University to ensure no overlap in product offerings and to direct students to the appropriate channels for spirit wear and branded items.

By clearly delineating responsibilities, Fairmont State University aims to enhance its control over campus branding while ensuring students have access to essential academic supplies and convenience items through the online bookstore.

2.2.6 Faculty/Staff Support

- Implement a **web-based textbook adoption system** for faculty, with:
 - **Training and support** for faculty and administrative staff.
 - **Reporting tools** to monitor textbook adoption status.
 - **Electronic options** for password-protected materials.
- Work closely with faculty to procure specialized course materials and offer **cost-effective alternatives** when possible.

2.2.7 Order Fulfillment & Shipping

The vendor shall:

- Offer multiple shipping methods, including:
 - **Home delivery options** with various shipping speeds.
 - **In-person pick-up at designated campus locations**, ensuring timely and efficient distribution.
 - Expedited shipping for last-minute or urgent needs.
- Free or discounted shipping promotions for bulk or early orders.

- Provide real-time tracking of shipments through the online portal.
- Ensure packaging is environmentally friendly and secure to protect materials during transit.
- Implement a clear **returns and exchanges policy**, offering students flexibility to return items via mail or on-campus drop-off locations.
- Communicate shipping deadlines effectively to students to ensure materials are received before classes begin.

2.2.8 Customer Support

- Offer **24/7 online and phone support** for students and faculty.
- Provide a **comprehensive self-service portal** for order tracking and FAQs.
- Implement **escalation protocols** for urgent issue resolution.

2.2.9 Data Security & Compliance

- Ensure compliance with **FERPA, PCI-DSS, and GDPR** regulations.
- Maintain **secure transactions** and implement data encryption standards.
- Establish **data backup and disaster recovery plans** for operational continuity.

2.3 Sales and Financial Reporting

The vendor shall submit detailed monthly, academic term, and annual reports covering financial performance, sales trends, and key operational metrics. Required reports include:

- **Sales Reports**
 - Monthly and annual sales reports, categorizing revenue by merchandise type and services, as designated by the University.
 - Breakdown of payment transactions, including credit card sales, financial aid purchases, and cash/check payments.
- **Textbook Sales Data - reports detailing all textbook transactions, including:**
 - University course title and number.
 - Textbook title, author, ISBN.
 - Quantity of new, used, rental, and digital (e-texts) sold.
 - Per-item sales price for each format.
- **Discount and Buyback Reports:**
 - Monthly and annual reporting on any discounts applied to University-affiliated sales.
 - Buyback transaction records, including:
 - Number of retail titles purchased back.
 - Volume of retail vs. wholesale buybacks.
- **Customer Service & Complaint Resolution Reports:**
 - Documentation of customer complaints and resolutions, including response time and corrective actions taken.

- **Annual Operating Plan & Performance Analysis:**
 - A comprehensive bookstore operating plan, including:
 - Performance evaluation based on key metrics.
 - Strategies for market growth, customer service improvements, and competitive pricing.
 - Initiatives for affordability and financial returns to the University.
- **Financial Record-Keeping & Compliance**
 - The vendor must maintain complete financial records, including monthly revenue and expense reports for all bookstore operations.
 - All reports must comply with state and federal accounting regulations and be made available for review by the University or independent auditors upon request.
 - The vendor shall submit monthly Profit and Loss Statements in a format approved by the University. Bidders must include an example of their Operating Profit and Loss Statement in their financial bid submission.
 - Offer an **admin dashboard** with real-time analytics on student purchases and financial aid usage.
 - Enable **customized reporting tools** for university administrators.

2.4 Implementation & Transition Plan:

Fairmont State University is committed to **enhancing campus identity, boosting student engagement, and improving financial sustainability** by transitioning to a new model that separates branded merchandise sales from textbook, course materials, graduation, and generic retail sales.

A qualified vendor will manage all textbook, course materials, graduation regalia, and non-branded academic supplies operations through an **online platform**, ensuring affordability, accessibility, and improved service offerings for students and faculty. Fairmont State University will **retain control over the following services** within the self-operated Spirit Store:

- **All branded merchandise**, including apparel, accessories, and memorabilia *(except for branded graduation materials, which are to be managed by the online vendor)*
- **Campus print services**, offering expanded options for students and departments
- **Promotional and event-based product offerings**, ensuring alignment with campus initiatives and student interests

The vendor will work closely with Fairmont State University to ensure a seamless transition to the new online bookstore model. **Proposals should include an estimated transition timeline and feasibility of full implementation and student access by June 1, 2025.** Key implementation components include:

- **System Integration** – Synchronization with **Ellucian Banner ERP** for student accounts and course adoptions.
- **Soft Launch & Testing Phase** – Pilot testing to identify and resolve any operational challenges.
- **Buyout of Existing Textbook Inventory from current Bookstore operator**
- **Full Implementation** – Official rollout for student access by **June 1, 2025**.

- **Ongoing Faculty/Staff Training & Adoption Support** – Workshops and technical assistance for faculty and administrative staff members.

Fairmont State expects to award the contract by May 1, 2025, with an effective date of June 1, 2025. All inventories and merchandise resupply must be completed in an orderly and cooperative fashion. Services to students, faculty and staff may not be interrupted. Submit a detailed transition plan describing your procedures and practices for assuming operations from an existing contractor. Include information regarding inventory, store change over timelines, service continuity, textbook buyback, and any other factors related to an orderly transition.

2.5 Vendor Qualifications, Experience, & References

Fairmont State desires a Vendor with organizational experience, size, qualifications and financial stability to maintain successful online bookstore operations throughout the contract duration. Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP.

2.5.1 General Information and References:

Within the technical proposal, vendors shall:

- Describe the company, its history, corporate structure, officers or partners, number of employees and operating policies which would affect this contract.
- Identify the firms' representative that will be assigned to our account and describe his/her history and experience in serving clients of similar scope and size to Fairmont State University.
- Provide a list of at least three current higher education clients of similar scope and size.
- Include organization name, contact name, title, telephone number and email address of the contact person.
- Provide a list of higher education accounts your company has lost (early termination or non-renewal) over the past three (3) years. Include contract name and phone number, length of service at each account and the reason for loss.

2.5.2 Minimum Qualifications:

Accordingly, prospective Bidders should conform to the following minimum qualification standards, which should also be demonstrated within the technical proposal:

- A **minimum of five (5) years** of experience in providing online bookstore services, including textbook sales, rentals, digital course materials, and faculty adoption support.
- Demonstrated experience integrating with **Ellucian Banner ERP** or other similar student information systems to facilitate seamless financial aid processing and course material procurement.

- Proven capability in managing a **comprehensive online bookstore platform**, including the provision of printed textbooks, e-books, software codes, and custom course materials such as nursing packets and lab kits.
- Experience in offering **multiple purchasing and fulfillment options**, including direct shipping to students and in-person pick-up at designated university locations.
- A strong track record in providing **student support services**, such as 24/7 customer assistance, financial aid voucher processing, and a robust textbook buyback program.
- Ability to ensure compliance with **ADA accessibility requirements** and provide inclusive access solutions for students with disabilities.
- Experience in implementing and managing a **scalable textbook adoption process**, supporting faculty through a web-based or other electronic textbook selection platform.
- Financial stability and capacity to meet the requirements outlined in this RFP, demonstrated through audited financial statements or other verifiable financial records.
- Compliance with all applicable **federal, state, and local regulations**, including tax obligations, licensing, and data security standards related to student information and financial transactions.

Failure to demonstrate the ability to meet the above minimum qualifications may result in disqualification from further consideration.

2.6 Additional Technical Specifications:

In addition to demonstrating the ability to provide the services described in section 2.2, the transition plan in section 2.3, and the qualifications & experience in section 2.4, please also include the following in your proposal:

2.6.1 Valued Partner:

Describe in detail how you will become a valued partner and how you become involved in the academic and social culture of Fairmont State. How will you set yourself apart from your competitors and become a valued part of our learning community?

2.6.2 Customer Service:

Describe in detail your policies and procedures for Quality Assurance, including customer service standards and reviews, conflict resolution, public relations, personal check policy, credit card acceptance, refund policy, etc.

2.6.3 Market Share:

Describe in detail your market share for textbooks and other merchandise in operations similar in size and scope to Fairmont State. Include information about total textbook revenues for given enrollments and classes, and percent market share, new vs. used textbook ratios, product margins, competition, market segments conceded to competitors, revenue and percentages of non-textbook merchandise, and share of textbook and no-

textbook revenues from electronic commerce.

2.6.4 Financial Stability:

Fairmont State desires to review the bidder's financial information that confirms the financial stability of the company. Provide copies of your organization's annual reports for the last three years, including independently audited financial statements, Dun and Bradstreet ratings, and other performance information related to the fiscal strength and resources of your organization. Is your company or firm engaged, or planning to engage in any merger, acquisition, or business reorganization that might have an impact on your relationship with the University?

2.6.5 Higher Education Opportunity Act, HEPC Series 51 and FSU Policy Statements 54:

The contracted bookstore is required to support Fairmont State's student population and is required to follow rules set forth in the Federal Higher Education Opportunity Act of 2008, the rules set forth in Series 51 of the West Virginia Higher Education Policy Commission and Fairmont State University's Policy #54. Attachments A, B, and C.

Describe how you will manage bookstore business recognizing and utilizing Federal, State and Institutional policies.

SECTION 3: TECHNICAL RESPONSE/SUBMISSION REQUIREMENTS/BID OPENING:

3.1 Economy of Preparation:

Proposals should be prepared simply and economically providing a straightforward, concise description of the Bidder's abilities to satisfy the requirements of the RFP. Emphasis should be placed on the completeness and clarity of the content of the content.

3.2 Incurring Cost:

Neither the University nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3.3 Proposal Format/Content:

While there is no intent to limit the contents of any proposal, proposals should conform to the tab format outlined below to ensure that all pertinent information necessary for evaluation is included and to facilitate review.

Tab 1. **Title Page and Attachments** -- State the RFP number, vendor's name, business address, telephone number, name of contact person, e-mail address, and Vendor signature and date. Include Attachment A (Purchasing Affidavit), and Attachment B (Bid Response Certification) under tab 1.

Tab 2. **Technical Response/Scope of Services** – provide the information requested in Section 2 of the RFP. Vendors must address all specifications listed in Section 2 in its entirety with an acknowledgement of (or comments/response to) each item (sub-section) – i.e., provide a detailed explanation regarding how each technical specification will be met.

Tab 3. **Agreement or Exceptions** – Indicate agreement with or exceptions to any of the contract terms or conditions.

Tab 4. **Pricing** – This tab should include all cost information. Vendor shall provide information for this tab in a **sealed envelope separate from the technical proposal**.

3.4 Proposal Submission:

Proposals must be received in **two distinct parts**: technical and cost.

- **Part 1: Technical proposals** (tabs 1, 2, and 3) must not contain any cost information relating to the project.
- **Part 2: Cost proposal** (tab 4) shall be sealed in a separate envelope and will not be opened initially.

3.4.1 All proposals must be submitted to the University **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated, and time stamped to verify official time and date of receipt.

3.4.2 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code** §5A-3-11, the University cannot waive or excuse late receipt of a proposal that is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

3.4.3 Vendors responding to this RFP shall submit:

One (1) **original** hardcopy of the **technical and cost proposal** One (1) convenience hardcopy of the technical and cost proposal

- One electronic copy of each of the technical and cost proposals submitted on a USB drive) Submit all items to:

Monica J. Cochran
Director of Procurement
Fairmont State University
Hardway Hall Room 305
1201 Locust Avenue
Fairmont, WV 26554

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

REQ/RFP #: RFP-445
Opening Date: March 17, 2025
Opening Time: 3:00 p.m.

3.5 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the

affidavit be submitted with the proposal. (ATTACHMENT A)

3.6 Bid Response Certification:

Fairmont State University requests vendors to read and sign the Bid Response Certification to declare they have read the RFP and the proposal is submitted on the basis that the vendor agrees to all specifications contained therein. (ATTACHMENT B)

3.7 Technical Bid Opening:

The Procurement Office will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the evaluation committee.

3.8 Cost Bid Opening:

After the evaluation and scoring of the technical proposals, the Procurement Office will open the cost proposals. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the Bidder's technical proposal failing to meet the minimum acceptable score and/or the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

SECTION 4: EVALUATION AND AWARD

4.1 Evaluation Process:

Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

4.2 Evaluation Criteria:

All evaluation criteria are defined in the specifications section and based on a 100-point total score. Cost shall represent a minimum of 30 of the 100 total points.

Step 1: Technical Proposal Evaluation 60 Points

The following are the evaluation factors and maximum points possible for technical point scores:

- Vendor Qualifications, Experience & References (section 2.5)..... 10 Points
- Transition Plan (section 2.4)..... 5 Points
- HEOA, Series 51 & Policy 54 (section 2.6.5) 10 Points
- Project Specifications and Scope (section 2.2)..... 35 Points

Step 2: Oral Presentation (section 1.10) 10 Points

Step 3: Financial/Revenue Proposal (section 6) 30 points

Points for cost will be determined by the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Revenue of Proposal Being Evaluated}}{\text{Highest Net Revenue}} = (?) \times 30 = \text{Revenue Score}$$

4.2.1 Technical Evaluation: The University evaluation committee will review the technical proposals and make a final recommendation to the Procurement Office.

4.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70 percent of the total technical points possible. The minimum qualifying score on the technical portion is 49 points in order to be eligible for Oral Presentations. All vendors not attaining the minimum acceptable score (MAS) will be disqualified and removed from further consideration. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the Bidder’s technical proposal failing to meet the minimum acceptable score and/or failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

4.2.3 Cost Evaluation: The Procurement Office will review the cost proposals, assign appropriate points, and make a final recommendation of award.

4.3 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

4.4 Rejection of Proposals:

The University reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The University further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the University confers no rights upon the Bidder nor obligates the University in any manner.

4.5 Vendor Registration:

Prior to contract award, Vendor must be registered (and pay the applicable registration fee) with the State of West Virginia Purchasing Division. **Vendors are strongly encouraged to register with the State of West Virginia through the Vendor Self-Service portal**, which may be accessed at wvOASIS.gov. Vendors may also register by completing a WV-1 **Vendor Registration & Disclosure Statement and Small, Women, & Minority-Owned Business Certification** form, available for download through <http://www.state.wv.us/admin/purchase/forms.html>. A completed registration can be processed for a vendor through *either* the electronic or paper form method.

4.6 Registration with the WV Secretary of State's Office:

Unless a waiver is obtained from the Secretary of State's Office, every vendor organized as a business entity must have a certificate of authority and be in good standing with the WV Secretary of State's Office. The Secretary of State requirement applies generally to businesses that operate as separate legal entities and does not apply to sole proprietors and general partnerships.
<https://sos.wv.gov/Pages/default.aspx>

SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Contract Provisions:

The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.

5.2 Public Record:

All documents submitted to the University related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Fairmont State University Procurement Office.

Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

5.2.1 Risk of Disclosure: The only exemptions to disclosure of information are listed in **West Virginia Code** §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a Bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The University does not guarantee non-disclosure of any information to the public.

5.2.2 Written Release of Information: All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. The duplication fee is 30 cents per page.

5.3 Conflict of Interest:

Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University.

5.4 Vendor Relationship:

The relationship of the Vendor with the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the University and shall provide the University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without the expressed written consent of the University.

- 5.4.1** Subcontracts/Joint Ventures: The Vendor may, with the prior written consent of the University, enter into subcontracts for performance of work under this contract.
- 5.4.2** Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.
- 5.4.3** Governing Law: This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

5.5 Term of Contract and Renewals:

This contract will be effective June 1, 2025 and shall extend for the period of five (5) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of five (5) one-year renewals. Automatic renewal of this contract is prohibited.

5.6 Non-Appropriation of Funds:

If funds are not appropriated for the University in any succeeding fiscal year for the continued use of the services covered by this contract, the University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The University shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the University receives notice. No penalty shall accrue to the University in the event this provision is exercised.

5.7 Changes:

If changes to the contract become necessary, a formal contract change order will be negotiated by the University and the Vendor.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PROCUREMENT OFFICE.

5.8 Invoices:

The Vendor shall submit invoices, in arrears, to the University at the address on the face of the purchase order labeled "Invoice To."

5.9 Purchasing Card Acceptance:

Fairmont State University currently utilizes a Purchasing Card Program, administered by the State of WV under contract by a banking institution, to process payment for goods and services. The Vendor should accept both the Purchasing Card and Purchase Orders for orders under this contract.

5.10 Liquidated Damages: *Not applicable*

5.11 Contract Termination:

The contract may be terminated by Fairmont State University with thirty (30) days prior notice pursuant to ***West Virginia Code of State Rules*** § 148-1-7.16.2. Fairmont State University shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

5.12 Special Terms and Conditions:

The apparent successful vendor shall furnish proof of the insurance identified below and must include the University as an additional insured on each policy prior to contract award. The insurance coverage identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide the University with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to the contract award.

5.12.1 Bid and Performance Bonds: *Not Applicable*

5.12.2 Insurance Requirements:

Comprehensive General Liability Coverage with \$1,000,000 limit of liability.

Cyber Liability with \$3,000,000 of liability or greater in the event the vendor has access to sensitive data, PII or PHI.

Auto Coverage with \$1,000,000 limit of liability in the event the vendor's operation involves the use of a vehicle in conjunction with the proposed contract and the vehicle would be used on state property. If the vendor is sending goods via postal delivery or other delivery carrier, Auto coverage is not needed;

Workers' Compensation Coverage as required by law, with Employers Liability Coverage included should the vendor's employees be performing services in WV.

5.12.3 License Requirement: *Not Applicable*

5.12.4 Protest Bond: *Not Applicable*

5.13 Record Retention (Access and Confidentiality):

Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and make such records available to university personnel at the Vendor's location during normal business hours upon written request by the University within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the University to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

5.14 Agreement Addendum Form WV-96:

If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. **It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which** is attached for your review (ATTACHMENT C).

SECTION 6: Cost Proposals/Financial Consideration:

All financial information must be submitted in a separate sealed envelope at the same time as the technical response is submitted.

Bidders must submit a separate detailed financial/revenue proposal using the attached Cost Proposal Worksheet/Exhibit G) which included the following information:

1. State the commission that would be provided to Fairmont State University based on projected annual sales.
2. State the nature and amount of additional consideration you will pay to Fairmont State each year, including, but not limited to, book scholarships, scholarship endowments, etc.
3. The financial bid of the proposer must indicate the percent of sales (and projected revenue) that will be provided to Fairmont State for the purpose of paying toward debt service of the Fairmont State University Falcon Center. The financial bids need to follow format required for facilities funded by Federal Tax-Sheltered Bonds (i.e., fixed and variable amount) – See Exhibit E for reporting format and Exhibit F for FY 21, 22 and 23 Sales and Other Income.
4. Include a sample Operating Profit and Loss Statement

ATTACHMENT A: PURCHASING AFFIDAVIT

<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(j), 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 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 01/10/2018)

ATTACHMENT B: BID RESPONSE CERTIFICATION

DATE

The undersigned, as bidder, declares that he/she has read the Request for Bids and the following bid 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 Bidder

Signature of Bidder

Title

Firm Name

Street Address

City, State, Zip

FEIN

Telephone Number

Email

ATTACHMENT C: ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS (WV96)

<http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>

WV-96
1/1/2019

STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

- ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
- PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
- FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
- DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
- FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
- GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
- RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
- LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
- TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
- NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Vendor: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Higher Education Act of 1965, as amended by Public Law 110–315—AUG. 14, 2008

SEC. 133. TEXTBOOK INFORMATION.

(a) **PURPOSE AND INTENT.**—The purpose of this section is to ensure that students have access to affordable course materials by decreasing costs to students and enhancing transparency and disclosure with respect to the selection, purchase, sale, and use of course materials. It is the intent of this section to encourage all of the involved parties, including faculty, students, administrators, institutions of higher education, bookstores, distributors, and publishers, to work together to identify ways to decrease the cost of college textbooks and supplemental materials for students while supporting the academic freedom of faculty members to select high quality course materials for students.

(b) **DEFINITIONS.**—In this section:

(1) **BUNDLE.**—The term ‘bundle’ means one or more college textbooks or other supplemental materials that may be packaged together to be sold as course materials for one price.

(2) **COLLEGE TEXTBOOK.**—The term ‘college textbook’ means a textbook or a set of textbooks, used for, or in conjunction with, a course in postsecondary education at an institution of higher education.

(3) **COURSE SCHEDULE.**—The term ‘course schedule’ means a listing of the courses or classes offered by an institution of higher education for an academic period, as defined by the institution.

(4) **CUSTOM TEXTBOOK.**—The term ‘custom textbook’—

(A) means a college textbook that is compiled by a publisher at the direction of a faculty member or other

person or adopting entity in charge of selecting course materials at an institution of higher education; and

(B) may include, alone or in combination, items such as selections from original instructor materials, previously copyrighted publisher materials, copyrighted third-party works, and elements unique to a specific institution, such as commemorative editions.

(5) **INSTITUTION OF HIGHER EDUCATION.**—The term ‘institution of higher education’ has the meaning given the term in section 102.

(6) **INTEGRATED TEXTBOOK.**—The term ‘integrated textbook’ means a college textbook that is—

(A) combined with materials developed by a third party and that, by third-party contractual agreement, may not be offered by publishers separately from the college textbook with which the materials are combined; or

(B) combined with other materials that are so interrelated with the content of the college textbook that the separation of the college textbook from the other materials would render the college textbook unusable for its intended purpose.

(7) **PUBLISHER.**—The term ‘publisher’ means a publisher of college textbooks or supplemental materials involved in or affecting interstate commerce.

(8) **SUBSTANTIAL CONTENT.**—The term ‘substantial content’ means parts of a college textbook such as new chapters, new material covering additional eras of time, new themes, or new subject matter.

(9) **SUPPLEMENTAL MATERIAL.**—The term ‘supplemental material’ means educational material developed to accompany a college textbook that—

(A) may include printed materials, computer disks, website access, and electronically distributed materials; and

(B) is not being used as a component of an integrated textbook.

(c) **PUBLISHER REQUIREMENTS.**—

(1) **COLLEGE TEXTBOOK PRICING INFORMATION.**—When a publisher provides a faculty member or other person or adopting entity in charge of selecting course materials at an institution of higher

education receiving Federal financial assistance with information regarding a college textbook or supplemental material, the publisher shall include, with any such information and in writing (which may include electronic communications), the following:

(A) The price at which the publisher would make the college textbook or supplemental material available

to the bookstore on the campus of, or otherwise associated with, such institution of higher education and, if available, the price at which the publisher makes the college textbook or supplemental material available to the public.

(B) The copyright dates of the three previous editions of such college textbook, if any.

(C) A description of the substantial content revisions made between the current edition of the college textbook or supplemental material and the previous edition, if any.

(D)(i) Whether the college textbook or supplemental material is available in any other format, including paperback and unbound; and

(ii) for each other format of the college textbook or supplemental material, the price at which the publisher would make the college textbook or supplemental material in the other format available to the bookstore on the campus of, or otherwise associated with, such institution of higher education and, if available, the price at which the publisher makes such other format of the college textbook or supplemental material available to the public.

(2) UNBUNDLING OF COLLEGE TEXTBOOKS FROM SUPPLEMENTAL MATERIALS.—A publisher that sells a college textbook and any supplemental material accompanying such college textbook as a single bundle shall also make available the college textbook and each supplemental material as separate and unbundled items, each separately priced.

(3) CUSTOM TEXTBOOKS.—To the maximum extent practicable, a publisher shall provide the information required under this subsection with respect to the development and provision of custom textbooks.

(d) PROVISION OF ISBN COLLEGE TEXTBOOK INFORMATION IN COURSE SCHEDULES.—To the maximum extent practicable, each institution of higher education receiving Federal financial assistance shall—

(1) disclose, on the institution's Internet course schedule and in a manner of the institution's choosing, the International Standard Book Number and retail price information of required and recommended college textbooks and supplemental materials for each course listed in the institution's course schedule used for preregistration and registration purposes, except that—

(A) if the International Standard Book Number is not available for such college textbook or supplemental material, then the institution shall include in the Internet course schedule the author, title, publisher, and copyright date for such college textbook or supplemental material; and

(B) if the institution determines that the disclosure of the information described in this subsection is not practicable for a college textbook or supplemental material, then the institution shall so indicate by placing the designation 'To Be Determined' in lieu of the information required under this subsection; and

(2) if applicable, include on the institution's written course schedule a notice that textbook information is available on the institution's Internet course schedule, and the Internet address for such schedule.

(e) AVAILABILITY OF INFORMATION FOR COLLEGE BOOKSTORES.— An institution of higher education receiving Federal financial assistance shall make available to a college bookstore that is operated by, or in a contractual relationship or otherwise affiliated with, the institution, as soon as is practicable upon the request of such college bookstore, the most accurate information available regarding—

(1) the institution's course schedule for the subsequent academic period; and

- (2) for each course or class offered by the institution for the subsequent academic period—
- (A) the information required by subsection (d)(1) for each college textbook or supplemental material required or recommended for such course or class;
 - (B) the number of students enrolled in such course or class; and
 - (C) the maximum student enrollment for such course or class.

(f) **ADDITIONAL INFORMATION.**—An institution disclosing the information required by subsection (d)(1) is encouraged to disseminate to students information regarding—

- (1) available institutional programs for renting textbooks or for purchasing used textbooks;
- (2) available institutional guaranteed textbook buy-back programs;
- (3) available institutional alternative content delivery programs; or
- (4) other available institutional cost-saving strategies.

(g) **GAO REPORT.**—Not later than July 1, 2013, the Comptroller General of the United States shall report to the authorizing committees on the implementation of this section by institutions of higher education, college bookstores, and publishers. The report shall particularly examine—

- (1) the availability of college textbook information on course schedules;
- (2) the provision of pricing information to faculty of institutions of higher education by publishers;
- (3) the use of bundled and unbundled material in the college textbook marketplace, including the adoption of unbundled materials by faculty and the use of integrated textbooks by publishers; and
- (4) the implementation of this section by institutions of higher education, including the costs and benefits to such institutions and to students.

(h) **RULE OF CONSTRUCTION.**—Nothing in this section shall be construed to supersede the institutional autonomy or academic freedom of instructors involved in the selection of college textbooks, supplemental materials, and other classroom materials.

(i) **NO REGULATORY AUTHORITY.**—The Secretary shall not promulgate regulations with respect to this section.

(b) **EFFECTIVE DATE.**—The amendment made by subsection (a) shall take effect on July 1, 2010.

TITLE 133
PROCEDURAL RULE
WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION

SERIES 51
BOOKSTORES AND TEXTBOOKS

§133-51-1. General.

1.1. Scope. -- Rule establishing process and guidelines for institutions to adopt rules governing the selection, adoption, use and sale of textbooks and other course materials.

1.2. Authority. -- W. Va. Code §§18B-1B-4; 18B-10-14.

1.3. Filing Date. -- April 27, 2010.

1.4. Effective Date. -- May 27, 2010.

§133-51-2. Purpose.

2.1. To require institutions to promulgate rules that fully and adequately address the mandates in W. Va. Code §18B-10-14 regarding the operation of bookstores and the actions of employees of the institution in the selection and adoption of textbooks and course materials.

2.2. To require institutions to promulgate rules that will effectuate the mandates regarding textbooks and supplementary course materials set out by Congress in the Higher Education Opportunity Act (HEOA) enacted on August 14, 2008, and any successor to that Act.

2.3. To require institutions to promulgate rules addressing the recommendations of the Statewide Task Force on Textbook Affordability contained in the final report of that Task Force jointly adopted by the Higher Education Policy Commission (Commission) and the Council for Community and Technical College Education.

§133-51-3. West Virginia Code Mandates.

3.1. Each institutional governing board under the jurisdiction of the Commission shall promulgate rules that fully and adequately address the statutory mandates of W. Va. Code §18B-10-14. Specifically, these rules shall, at a minimum:

3.1.a. Provide specific mechanisms to ensure that bookstores operated at institutions under the governing board's jurisdiction minimize the costs to students for textbooks and course materials. To that end, the governing board rule shall:

3.1.a.1. Commit, to the maximum percent practicable, the number of used books the bookstore will repurchase from students at the end of each semester;

3.1.a.2. Commit, to the maximum percent practicable, a range of percentage repurchase prices based on the new textbook price;

3.1.a.3. Commit, to the maximum percent practicable, to a selection procedure that will ensure certain basic textbooks will be utilized for a reasonable number of consecutive years without new editions being adopted, or selection of basic textbooks where earlier editions are easily and appropriately utilized in the courses.

3.1.b. Prohibit any employee of the governing board from receiving any payment, loan, subscription, advance, deposit or money, service benefit or thing of value, present or promised, as an inducement for requiring students to purchase a specific textbook or supplemental course materials, provided, however, that an employee may receive royalties or other compensation from such sales that include the employee's own writing or work. An employee may also receive free sample copies, instructor's copies and instructional material but may not resell those items and retain the proceeds.

3.1.c. Prohibit any employee of the governing board from requiring for any course a textbook that includes his or her own writing or workbook if the textbook incorporates either detachable worksheets or workbook-style pages intended to be written in or removed from the textbook. This does not prohibit an employee from requiring as a supplement to a textbook any workbook or similar material which is published independently from the textbook.

3.1.d. Provide firm deadlines, to the maximum extent practicable, for faculty to be assigned to courses and textbooks and course materials to be selected prior to each semester.

3.1.d.1. For those deadlines not met there shall be a mechanism in place reasonably calculated to ensure that used textbooks, if available, can be located and purchased by the time of enrollment each semester, to the maximum extent practicable.

3.1.d.2. This mechanism should include, but is not limited to, such measures as default selection of certain textbooks, continuing to use the previous textbook, or having a chair or dean select the textbook. Any such textbook default selection must be strictly enforced and faculty not allowed to change the selection.

3.1.e. Provide that a listing of all selected textbooks and materials selected and assigned prior to each semester shall be prominently posted immediately after such selection process is completed and the textbook and course materials are designated for order by the bookstore:

3.1.e.1. In a central location on campus communicated to the student body;

3.1.e.2. In every campus bookstore operated at the institution;

3.1.e.3. On the institution's website; and

3.1.e.4. With the International Standard Book Number (ISBN), edition number and any other relevant information regarding each textbook or supplemental course materials.

3.1.f. Provide that by November 1 of each year, the institution shall report to the Chancellor of the Commission, for the prior fiscal year, the deadlines established for faculty to be assigned to courses; the deadlines for textbooks and course materials to be selected; the percentages of those deadlines met; and the dates the listing of assigned textbooks and course materials were posted pursuant to the requirements of Section 3.1.e. of this rule.

3.1.g. Provide that all revenue the institution receives from a private entity for bookstore operation be utilized for non-athletic scholarships at the institution.

§133-51-4. Federal Mandates.

4.1. Each institutional governing board under the jurisdiction of the Commission shall promulgate rules that fully and adequately address the federal mandates regarding textbooks contained in the Higher Education Opportunity Act of 2008 (Public Law 110-315). Specifically, these rules shall, at a minimum:

4.1.a. Provide that textbook publishers soliciting any employee of the governing board to select textbooks or supplemental course material provide that employee, in writing:

4.1.a.1. The price of the textbook and supplemental course materials;

4.1.a.2. The copyright dates of the three previous editions, if any;

4.1.a.3. A description of substantial content revisions from the previous editions;

4.1.a.4. Whether the textbook is available in other lower-cost formats and, if so, the price to the institution and the general public;

4.1.a.5. The price of textbooks unbundled from supplemental material; and

4.1.a.6. The same information, to the extent practicable, for custom textbooks.

4.2. Provide that no employee of the governing board shall select or assign a textbook or supplemental course materials if the publisher has not supplied the information, in writing, required by Section 4.1.a. of this rule.

4.3. Provide that the institution shall provide on its electronic course schedule, or through a link to its bookstore's website, prior to course enrollment each semester for all required or recommended textbooks and supplemental material:

4.3.a. The ISBN number and retail price, or if the ISBN number is not available then the author, title, publisher and copyright date;

4.3.b. If such disclosure is not practicable, then the designation "To Be Determined";

4.3.c. A reference shall be made on any written course schedule to the information available on the electronic course schedule accessible through the institutional website and the internet address for the electronic course schedule.

4.4. Provide that the institution will include on its website or through a link to its bookstore's website and electronic course schedule any of its policies or provisions for:

4.4.a. Rental of textbooks;

4.4.b. The purchase of used textbooks;

4.4.c. Textbook repurchase or buy backs; and

4.4.d. Alternative content delivery programs.

4.5. Provide that the institution will update its policies to comply with any future federal mandates.

§133-51-5. Textbook Affordability Committee.

5.1. Each institution shall establish a permanent Textbook Affordability Committee consisting of faculty, students, administrators and bookstore representatives which shall meet periodically, but at least annually, to advise the faculty senate, student government, administration, and institutional board of governors on affordability issues and initiatives, textbook selection guidelines and strategies, and

educational opportunities.

5.2. The governing board shall annually meet with the Textbook Affordability Committee to receive any recommendations or reports it may have generated and copies of any such recommendations and reports shall be transmitted to the Chancellor of the Commission.

§133-51-6. Required Provisions.

6.1. In adopting the policies required by this rule each governing board shall:

6.1.a. Adopt guidelines for faculty in the selection of textbooks and supplementary course materials that ensure appropriate, high quality course materials are selected but give students timely access to the most affordable materials. Institutions are encouraged to consider:

6.1.a.1. Requiring faculty to consider more than one textbook publisher and compare prices for textbooks and course materials;

6.1.a.2. Requiring that all new textbook selections submitted to the appropriate dean or chair for approval be accompanied by a simple form for the faculty member to state whether or not the written information required from the publisher pursuant to Section 4.1.a. of this rule, if requested, was provided;

6.1.a.3. Discouraging selection of textbooks in which less than 50 percent of the content will be used in the course unless the same textbook will be utilized by the student in other courses;

6.1.a.4. Encouraging selection of textbooks that have low cost alternative editions available;

6.1.a.5. Encouraging selection of textbooks it is believed will not be revised by the publisher in the near future;

6.1.a.6. Utilizing consortiums which make available open source textbooks or course materials to faculty and students free or at low cost;

6.1.a.7. Directing an examination of the feasibility of operating a textbook rental program;

6.1.a.8. Providing that the institution shall conduct training for all faculty, at the time of hire and periodically thereafter, on textbook selection and strategies that guarantee high quality course materials at the most affordable cost;

6.1.a.9. Providing that at least one administrator at the institution shall be designated as a liaison with textbook publishers, to be responsible for dissemination of relevant information to the faculty on textbook strategies and education and training opportunities regarding textbook selection, and to enforce the policies the governing board adopts;

6.1.a.10. Providing that the institution, to the maximum extent practicable, consider placing a copy of required textbooks on reserve in the institutional or departmental library;

6.1.a.11. Addressing the issue of providing financial aid to students prior to the start of classes that will allow them to purchase course materials;

6.1.a.12. Addressing the institution's commitment to utilizing various 21st Century technology innovations for the provision of textbooks and course materials, such as electronic textbooks, on-line textbooks, print-on-demand services, open source materials, and institution produced textbooks; and

6.1.a.13. Periodically updating their rules to address emerging technologies or new strategies which address textbook affordability.

§133-51-7. Deadline.

7.1. The rules required by this rule shall be adopted by each governing board within 180 days of the effective date of this rule.

Fairmont State University
Board of Governors
Policy #54
Bookstore Policy

Effective Date: June 6, 2019

SECTION 1: GENERAL

- 1.1 **SCOPE:** This policy shall be in effect and shall govern textbook sales and the operation of a bookstore by a private vendor at Fairmont State University (FSU). The goal of the policy is to maintain and improve program and course quality and minimize textbook costs to students and ensure compliance with the Higher Education Opportunities Act of 2008 and West Virginia Higher Education Policy Commission Series 51.
- 1.2 **AUTHORITY: West Virginia Code § 18B-1B-4, 18B-10-14**

SECTION 2: PRICING

- 2.1 The prices charged for textbooks and other instructional material may not be less than the prices fixed by any fair trade agreements and shall, in all cases, include in addition to the purchase price paid by the bookstore, a sufficient handling charge to cover all expenses incurred for personal and other services, supplies and equipment, storage and other operating expenses.
- 2.2 The bookstore will minimize the costs to students of purchasing textbooks and instructional supplies.
 - 2.2.1 The bookstore shall maintain both new and used book stocks along with other supplies for student needs and commit to the maximum extent practicable to make available a maximum number of used textbooks. Additionally, the bookstore shall make available textbook rental programs and offer books in alternate formats such as electronic books that offer cost savings to students.
 - 2.2.1.1 The institution will require that prior to submitting a new adoption for textbooks or related educational components that faculty review other comparable titles and compare pricing. This comparison will be documented on the adoption form at time of submission. The review should include price of textbook and supplement materials, copyright dates of three (3) previous editions if any, a description of substantial content revisions, whether the textbook is available in lower cost formats with prices included, the price of textbooks unbundled, and the price of custom textbooks.
 - 2.2.1.2 Bundling of customized and supplemental items with textbooks is strongly discouraged. Access codes and disposable class resources such as workbooks must be made available separately from required textbooks to maximize the opportunity for buy back (bookstore repurchase from students) and the availability of used textbooks for students.

- 2.2.2 Textbooks should be used for at least three years before a change is made if at all practicable, and new adoptions should be made effective fall term.
- 2.2.3 The same textbook should be used for all sections of a single course number. Whenever practicable the course coordinator or Dean responsible for the adoption should submit adoptions for all sections.
- 2.2.4 All textbook adoptions for the full academic year (fall, spring, and summer semesters) shall be returned to the bookstore by March 15 or date prescribed by the bookstore and must have approval of the academic Dean.
 - 2.2.4.1 Failure to submit an adoption by the established deadline will result in the adoption of the class materials used in the previous semester.
 - 2.2.4.2 Faculty wishing to continue with the same class materials must confirm this through the submission of the textbook adoption forms.
 - 2.2.4.3 Once a textbook adoption is published, the adoption may not be changed by faculty member or Dean for any reason.
- 2.2.5 FSU employees may not require students to purchase a textbook, which they have authored, unless that textbook has also been adopted by another accredited institution or unless the employee waives royalties from the student purchases.

Textbooks that include or incorporate either detachable worksheets or worksheet-style pages may not be adopted without approval of the academic Dean and Textbook Affordability Committee; however, FSU employees are prohibited from adopting textbooks with detachable worksheets, which they have authored. This provision does not prohibit an employee from requiring as a supplement to a textbook any workbook, access code or similar material which is published independently from the textbook.

- 2.2.6 FSU employees may not receive a payment, loan, subscription, advance, deposit of money, service, benefit or thing of value, present or promised, as an inducement for requiring students to purchase a specific textbook for coursework or instruction, as this would be in violation of the West Virginia Ethics Act.
- 2.2.7 The bookstore will compile a report regarding missing textbook adoptions by June 1. This report will be forwarded to the institutional Board of Governors for review. The report to the Board should contain specific information on adoption deadlines missed according to academic area, including justifications submitted by each Academic Dean, and course sections as well as general information required by West Virginia Higher Education Policy Commission standards.

The Academic Dean is responsible to submit a report concerning textbook adoptions in his/her department to the Vice President for Administrative and Fiscal Affairs. This report should include justification for adoption deadlines missed.

The institutional Board of Governors must submit a report on textbook adoptions to the West Virginia Higher Education Policy Commission annually by November 1.

SECTION 3: TEXTBOOK LISTS

3.1 Prior to the beginning of each semester, the bookstore shall make available to students a listing of textbooks, with available formats (new, used, rental, ebook) and course materials required or assigned for any course offered at FSU. The bookstore will make provisions in its adoption procedure to include in book ordering all available formats of adopted texts to include new, used, rental, ebooks and other methods of content delivery and will make available to students policies concerning buy back (repurchase), return or length of license of materials in various formats.

3.1.1 The listing shall be prominently posted at the bookstore and on the official FSU website.

3.1.2 The listing shall include for each textbook the International Standard Book Number (ISBN), the edition number and any other relevant information.

3.1.3 Each book will be posted to the listing in conjunction with the publishing of the master schedule of courses prior to pre-registration for the upcoming academic term.

SECTION 4: DESK COPIES

4.1 FSU employees may receive sample copies, instructor's copies, and instructional materials. Per West Virginia Code § 18B-10-14(e)(2)(A), such material may not be sold for personal or private gain.

4.2 Faculty may make available review or desk copies of adopted textbooks for student use on library reserve. Instructor editions may not be made available to student.

4.3 Faculty and staff may donate unneeded textbooks to the bookstore. Proceeds from donated textbooks will be directed to the Textbook Scholarship fund.

SECTION 5: BOOKSTORE REVENUES

5.1 Moneys derived from the operation of the bookstore shall be used first to replenish the stock of any goods and to pay the costs of operating and maintaining the bookstore.

All net revenues derived from the operation of the bookstore shall be paid into a special revenue fund, series 2003 B, toward the debt service payment for the student activity center.

5.2 Following the retirement of the Series 2003 B bond indebtedness, all revenue generated by the operation and enuring to the benefit of the institution shall be deposited into an appropriate account and shall be used for non-athletic scholarships.

SECTION 6: TEXTBOOK AFFORDABILITY COMMITTEE

- 6.1 Fairmont State University's Academic Affairs Committee shall have a permanent Textbook Affordability Sub-Committee to advise faculty, student government, administration and the Board of Governors on issues related to textbook affordability and initiatives, textbook selection guidelines, educational opportunities and strategies designed to keep the cost of textbooks low.
- 6.2 This committee shall be the sole committee regarding textbook affordability as set forth herein and shall include a member of the Board of Governors' Academic Affairs Committee, faculty, administrators, students, staff, and bookstore representatives.
- 6.3 Members shall be selected annually and may serve consecutive terms.
- 6.4 Provided that FSU continues to operate a bookstore that supports both FSU and Pierpont C&TC, the membership of this Sub-committee shall meet jointly with its counterpart committee members from Pierpont C&TC quarterly.
- 6.5 The Textbook Affordability Sub-Committee shall meet at least annually with the members of the Board of Governors to present recommendations and reports concerning textbook affordability.

SECTION 7: FUTURE MANDATES

- 7.1 The FSU Board of Governors will take steps to update this policy to ensure compliance with future mandates at both the State and Federal levels.

Operating Profit and Loss Statement

	Current Month				Year-to-Date					
	Actual	%	Budget	%	Actual	%	Budget	%	Last Year	%
Sales & Other Revenue										
Cost of Sales										
Gross Margin										
Contract Payments *										
Occupancy										
Direct Store Expense										
Direct Field Expense										
Advertising and Promotion										
Interest Expense										
Insurance										
Direct Corp. Support Services										
Income from Operations										

*Contract payments includes commission/guarantee payments made or accrued, any other payments made, and property taxes paid to state and local municipalities

Annual Management Fee Statement
Fairmont State University
July 2025 – June 2026
FY 2026

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$ _____
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$ _____
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Total Variable Fee:	\$ _____
Total Management Fee (Fixed Fee + Total Variable Fee)	\$ _____
Amount Due: (YTD Sales less Total Management Fee)	\$ _____
Previously Paid	\$ _____
Total Due	\$ _____

Annual Management Fee Statement
Fairmont State University
July 2026 – June 2027
FY 2027

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$
*Variable Fee:	
Year to date sales between: \$ _____-\$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____-\$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____-\$ _____	\$
Variable Fee on Excess Amount _____%	\$
Total Variable Fee:	\$
Total Management Fee (Fixed Fee + Total Variable Fee)	\$
Amount Due: (YTD Sales less Total Management Fee)	\$
Previously Paid	\$
Total Due	\$

Annual Management Fee Statement
Fairmont State University
July 2027 – June 2028
FY 2028

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Total Variable Fee:	\$
Total Management Fee (Fixed Fee + Total Variable Fee)	\$
Amount Due: (YTD Sales less Total Management Fee)	\$
Previously Paid	\$
Total Due	\$

Annual Management Fee Statement
Fairmont State University
July 2028 – June 2029
FY 2029

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$ _____
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$ _____
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Total Variable Fee:	\$ _____
Total Management Fee (Fixed Fee + Total Variable Fee)	\$ _____
Amount Due: (YTD Sales less Total Management Fee)	\$ _____
Previously Paid	\$ _____
Total Due	\$ _____

Annual Management Fee Statement
Fairmont State University
July 2029 – June 2030
FY 2030

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Total Variable Fee:	\$
Total Management Fee (Fixed Fee + Total Variable Fee)	\$
Amount Due: (YTD Sales less Total Management Fee)	\$
Previously Paid	\$
Total Due	\$

**Fairmont State University
Sales by Department Report
June 2020 to May 2021**

**Exhibit F
Sales & Other Income -
FY21, 22, 23 (3 pages)**

Account Description	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21	May-21	FY21
Used Text	1,509.75	17,117.87	52,092.57	2,185.83	(76.75)	126.00	5,704.00	37,547.75	541.00	21.75	1,338.40	7,855.50	125,963.67
New Text	4,114.92	91,082.00	206,323.95	9,779.81	595.41	601.35	25,977.95	167,685.82	10,691.96	1,515.38	29,122.77	(1,572.27)	545,919.05
Digital Text	59.69	2,580.15	13,877.19	534.21	56.97	272.73	3,196.33	13,634.43	1,155.27	122.50	768.75	780.31	37,038.53
Gen Books/Non-Emblem	225.39	458.13	1,360.63	642.74	185.71	154.68	60.01	580.41	189.56	230.94	218.73	108.83	4,415.76
Supplies	1,557.25	4,525.33	10,569.24	27,340.05	2,178.52	759.15	2,220.44	9,083.31	1,027.59	537.99	10,023.24	267.48	70,089.59
Apparel	944.22	946.04	12,282.09	7,316.62	7,240.23	11,343.76	4,094.09	4,237.22	2,969.87	3,937.10	4,824.24	2,216.15	62,351.63
Gifts	1,088.05	738.31	2,601.76	1,265.61	715.05	890.29	810.78	1,007.98	327.96	597.96	1,937.71	1,235.90	13,217.36
Convenience	3,285.00	-	141.35	174.35	745.45	756.88	-	150.43	98.10	1,662.13	3,130.29	39.61	10,183.59
Graduation	-	-	-	-	-	-	-	-	-	-	-	-	-
Technology	67.90	1,045.37	1,400.68	1,623.19	646.79	445.44	-	2,159.80	359.75	255.86	355.65	13,943.65	22,304.08
Other Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental - Collected	855.17	16,192.38	63,311.67	3,466.82	310.17	199.59	6,087.31	50,017.62	1,522.40	549.33	899.10	2,016.15	145,427.71
Rental - Disposal	244.42	15,164.65	(5,893.85)	(583.50)	17.29	485.37	11,557.42	(1,359.37)	(809.06)	(46.83)	77.64	2,055.44	20,909.62
Campus Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Course Adopted Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Gross Commissionable Sales	13,951.76	149,850.23	358,067.28	53,745.73	12,614.84	16,035.24	59,708.33	284,745.40	18,074.40	9,384.11	52,696.52	28,946.75	1,057,820.59
Rent Exempt Fees	(67.90)	(1,045.37)	(1,641.41)	(13,351.43)	(1,070.38)	(891.85)	(151.10)	(2,425.32)	(327.21)	(736.95)	(8,922.60)	(13,682.45)	(44,313.97)
Other Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Regalia - Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackhawk - Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Software Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Commissionable Sales	13,883.86	148,804.86	356,425.87	40,394.30	11,544.46	15,143.39	59,557.23	282,320.08	17,747.19	8,647.16	43,773.92	15,264.30	1,013,506.62

Fairmont State University
Sales by Department Report
June 2021 to May 2022

Account Description	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May-22	FY22
Used Text	947.25	13,813.45	48,271.12	791.70	(413.50)	2,705.30	7,209.99	30,302.50	(3.65)	32.00	770.50	2,976.25	107,402.91
New Text	5,324.13	104,313.31	173,614.79	3,524.31	2,260.56	4,839.03	27,533.86	183,510.15	4,841.43	2,688.82	1,879.64	5,113.52	519,443.55
Digital Text	679.31	6,789.30	18,634.28	1,596.61	285.57	1,150.51	2,236.85	15,774.49	1,043.96	94.10	267.09	1,402.60	49,954.67
Gen Books/Non-Emblem	263.27	823.00	2,388.38	674.37	266.34	333.11	85.45	875.16	90.87	211.43	124.70	176.14	6,312.22
Supplies	940.76	10,786.51	30,337.31	1,282.34	1,321.26	16,887.99	1,985.17	14,929.87	1,743.84	424.90	9,856.66	1,313.06	91,809.67
Apparel	5,182.22	6,707.87	20,372.40	11,328.82	12,387.45	11,698.35	6,535.30	5,589.84	6,874.92	7,198.25	16,772.88	3,890.14	114,538.44
Gifts	737.55	881.04	1,538.86	1,028.69	595.95	1,684.50	795.21	451.10	681.90	1,455.05	2,851.75	1,264.15	13,965.75
Convenience	20.95	4,838.07	183.77	120.03	7,142.32	6,370.69	34.54	122.72	109.03	308.79	17,687.34	498.71	37,436.96
Graduation	-	-	-	-	-	-	-	-	-	-	-	-	-
Technology	1,985.54	3,471.85	5,105.44	2,011.79	516.41	327.41	19.00	1,678.14	336.48	2,718.95	648.40	99.70	18,919.11
Other Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental - Collected	1,176.19	12,457.32	44,560.85	1,108.10	392.38	858.77	5,527.75	41,914.15	926.05	79.26	220.23	1,681.37	110,902.42
Rental - Disposal	(333.09)	(233.45)	(261.06)	398.51	44.19	204.34	5,971.03	(1,128.06)	244.49	2,589.42	157.92	5,593.18	13,247.42
Campus Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Course Adopted Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Gross Commissionable Sales	16,924.08	164,648.27	344,746.14	23,865.27	24,798.93	47,060.00	57,934.15	294,020.06	16,889.32	17,800.97	51,237.11	24,008.82	1,083,933.12
Rent Exempt Fees	(2,106.63)	(3,667.63)	(5,723.65)	(2,791.12)	(812.14)	(648.52)	(854.34)	(1,838.70)	(802.44)	(3,276.25)	(1,817.51)	(752.80)	(25,091.73)
Other Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Regalia - Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackhawk - Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Software Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Commissionable Sales	14,817.45	160,980.64	339,022.49	21,074.15	23,986.79	46,411.48	57,079.81	292,181.36	16,086.88	14,524.72	49,419.60	23,256.02	1,058,841.39

Fairmont State University
Sales by Department Report
June 2022 to May 2023

Account Description	June-22	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23	May-23	FY23
Used Text	701.25	10,621.25	26,052.75	785.00	(278.75)	906.50	1,433.75	18,914.50	527.00	-	61.25	1,106.50	60,831.00
New Text	5,985.41	61,070.73	130,646.73	1,512.90	792.50	314.40	5,682.12	170,756.19	6,809.81	515.25	51.00	5,637.45	389,774.49
Digital Text	614.53	8,488.23	16,557.80	602.40	17.54	129.98	1,234.96	12,941.79	724.50	15.46	49.51	1,221.49	42,598.19
Gen Books/Non-Emblem	167.94	186.35	1,035.98	633.19	125.19	165.75	142.21	952.64	531.45	168.50	424.89	117.95	4,652.04
Supplies	1,173.00	(440.61)	2,474.01	909.42	130.73	305.80	10.52	3,565.36	1,349.51	579.56	422.23	256.10	10,735.63
Apparel	7,790.58	5,125.28	15,088.69	11,695.51	11,221.17	9,237.69	8,476.96	6,669.56	11,018.70	8,958.62	13,833.64	5,872.73	114,989.13
Gifts	1,021.12	522.27	1,797.75	741.26	799.15	1,677.57	1,012.46	557.14	945.80	1,568.76	2,113.72	1,510.46	14,267.46
Convenience	6,485.65	47.59	254.37	161.14	5,892.32	11,032.50	-	72.26	79.03	346.07	14,856.97	1,934.74	41,162.64
Graduation	-	-	-	-	-	-	-	-	-	-	-	-	-
Technology	408.25	1,300.87	4,987.94	3,020.59	2,821.32	4,852.24	1,180.70	4,083.68	22,640.40	21,873.10	12,511.61	8,670.25	88,350.95
Other Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental - Collected	388.42	11,853.95	44,056.09	178.04	29.98	196.06	1,629.83	39,078.41	1,428.54	409.35	61.13	2,326.35	101,636.15
Rental - Disposal	(868.94)	86.26	488.88	(251.79)	-	281.03	11,503.61	1,809.14	3.00	-	32.64	7,878.76	20,962.59
Campus Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Course Adopted Supplies	-	8,656.15	17,709.54	1,022.62	20,253.74	324.99	1,600.99	8,552.70	419.48	9,713.15	481.25	227.23	68,961.84
Gross Commissionable Sales	23,867.21	107,518.32	261,150.53	21,010.28	41,804.89	29,424.51	33,908.11	267,953.37	46,477.22	44,147.82	44,899.84	36,760.01	958,922.11
Rent Exempt Fees	(1,138.60)	(1,643.69)	(5,526.34)	(4,128.66)	(3,359.58)	(5,102.02)	(1,405.13)	(4,436.83)	(23,455.97)	(22,569.56)	(13,312.82)	(9,339.90)	(95,419.10)
Other Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Regalia - Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Blackhawk - Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Software Commission	-	-	-	-	-	-	-	-	-	-	-	-	-
Commissionable Sales	22,728.61	105,874.63	255,624.19	16,881.62	38,445.31	24,322.49	32,502.98	263,516.54	23,021.25	21,578.26	31,587.02	27,420.11	863,503.01

**Exhibit G
 Cost Proposal Worksheet
 (6 pages)**

Cost Proposal Worksheet

Vendor's Name: _____

_____ % Mark - up on Textbooks	_____ % Commission on sales paid to Fairmont State University		
_____ % Margin on Textbooks			
_____ % Mark -up on Other Items			
_____ % Margin on Other Items		Annual	5 year Total

a Additional amount you agree to pay each year, including but not limited to, book scholarships, scholarship endowments, etc., specify below: \$ _____ \$ _____

b Amount of consideration you will pay each year for the right to be the exclusive seller of textbook at all campus locations; i.e. rennovations, signing bonus, etc.; specify below: \$ _____ \$ _____

c Complete 5 years worth of revenue projections using the attached pages.

FY 26.....	\$ _____
FY 27.....	\$ _____
FY 28.....	\$ _____
FY 29.....	\$ _____
FY 30.....	\$ _____

GRAND TOTAL (a+b+c+d) \$

Signature: _____

Date: _____

Annual Management Fee Statement
Fairmont State University
July 2025 – June 2026
FY 2026

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$ _____
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$ _____
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Total Variable Fee:	\$ _____
Total Management Fee (Fixed Fee + Total Variable Fee)	\$ _____
Amount Due: (YTD Sales less Total Management Fee)	\$ _____
Previously Paid	\$ _____
Total Due	\$ _____

Annual Management Fee Statement
Fairmont State University
July 2026 – June 2027
FY 2027

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$
*Variable Fee:	
Year to date sales between: \$ _____-\$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____-\$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____-\$ _____	\$
Variable Fee on Excess Amount _____%	\$
Total Variable Fee:	\$
Total Management Fee (Fixed Fee + Total Variable Fee)	\$
Amount Due: (YTD Sales less Total Management Fee)	\$
Previously Paid	\$
Total Due	\$

Annual Management Fee Statement
Fairmont State University
July 2027 – June 2028
FY 2028

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$ _____
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$ _____
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Total Variable Fee:	\$ _____
Total Management Fee (Fixed Fee + Total Variable Fee)	\$ _____
Amount Due: (YTD Sales less Total Management Fee)	\$ _____
Previously Paid	\$ _____
Total Due	\$ _____

Annual Management Fee Statement
Fairmont State University
July 2028 – June 2029
FY 2029

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Year to date sales between: \$ _____ - \$ _____	\$
Variable Fee on Excess Amount _____%	\$
Total Variable Fee:	\$
Total Management Fee (Fixed Fee + Total Variable Fee)	\$
Amount Due: (YTD Sales less Total Management Fee)	\$
Previously Paid	\$
Total Due	\$

Annual Management Fee Statement
Fairmont State University
July 2029 – June 2030
FY 2030

Management Fee Calculation	Amount
YTD Net Sales Deposited	\$ _____
Less Management Fee:	
*Annual Fixed Fee \$ _____	\$ _____
*Variable Fee:	
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Year to date sales between: \$ _____ - \$ _____	\$ _____
Variable Fee on Excess Amount _____%	\$ _____
Total Variable Fee:	\$ _____
Total Management Fee (Fixed Fee + Total Variable Fee)	\$ _____
Amount Due: (YTD Sales less Total Management Fee)	\$ _____
Previously Paid	\$ _____
Total Due	\$ _____