

REQUEST FOR PROPOSAL

West Virginia Northern Community College
RFP #202601

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SECTION ONE: GENERAL INFORMATION AND INSTRUCTIONS

- 1) Purpose: West Virginia Northern Community College (hereinafter referred to as the “WVNCC”) is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** to provide for a plan to supply text books and other educational materials to students; i.e. The College Bookstore.
- 2) By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”). An 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.
- 3) Schedule of Events:
 - a. Required Advertising..... Aug 18 – 21, 2025
 - b. Mandatory Pre-Bid Meeting Aug 25, 2025
 - c. Vendor’s Written Questions Submission Deadline..... Sept 5, 2025
 - d. All Written Questions Shall be Answered..... Sept 19, 2025
 - e. Bid Opening Date..... Oct 17, 2025

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Interested vendors should submit their proposal **no later than 1:00 PM EST on Oct 17, 2025.** Bids can be hand delivered, mailed, or e-mailed:

West Virginia Northern Community College
RFP NO. 202601 “WVNCC Bookstore”
ATTN: Marianne Stackhouse
Room 401
1704 Market Street
Wheeling, WV 26003
jsayre@wvncc.edu

All proposals should be clearly marked “**WVNCC Bookstore**”.

Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, WVNCC will not consider the proposal regardless of the reason for the late submission. WVNCC will keep copies of the proposals in accordance with their record retention policies.

Specifications and any questions can be directed in writing to Jeff Sayre by email at jsayre@wvncc.edu. The proposer’s question and WVNCC’s response will become public record. Deadline for submitting questions is **Sept 5, 2025**. All questions and answers will be final as of **Sept 19, 2025**. WVNCC reserves the right to waive any irregularities and reject any or all proposals and to determine the lowest and best bid. Any unauthorized contact will disqualify the vendor from further consideration of this RFP.

Any vendor wishing to receive updates regarding questions asked may do so by forwarding their email address to jsayre@wvncc.edu

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Length of commitment may be part of the proposal to factor in capital investment that may occur to meet WVNCC requirements.

An addendum required for all WV State Agency will accompany any agreement and have the following conditions:

- 1) **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2) **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3) **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4) **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5) **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
- 6) **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7) **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8) **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9) **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10) **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11) **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

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- 12) **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13) **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14) **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
- 15) **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16) **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17) **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18) **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19) **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20) **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21) **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

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SECTION FOUR: PROJECT SPECIFICATIONS

- 1) **Location:** Multiple Campuses
1704 Market St., Wheeling WV and nearby buildings
150 Park Ave., Weirton WV
141 Main St., New Martinsville
- 2) **Background and Current Operating Environment:** WVNCC is a public 2-year higher education institution with campuses in New Martinsville, Weirton, & Wheeling, WV. The College provides traditional classroom learning for degree seeking students, technical training in a variety of trades, and resources for workforce development meeting the needs of the local business and industry.

The College is looking to partner in a strategic, prudent manner with a vendor to operate and provide services for the bookstores (brick-and-mortar and/or virtual) of WVNCC that will enhance the delivery or education and student experience.

It is understood that approaches to the solution may vary. Therefore, WVNCC does not see the RFP process as a low-bid process, but cost will be an important consideration. Ultimately, the contract will be awarded to the vendor who offer the best overall solution based on our analysis of the proposals and negotiations with the vendor.

Below is recent headcount and FTE:

	Wheeling	Weirton	New Martinsville	Distance Ed
2024 Fall Credit				
Headcount	751	600	189	30
FTE	517	337	127	18
2025 Spring Credit				
Headcount	816	572	189	30
FTE	545	311	120	20
2025 Summer Credit				
Headcount	310	153	42	49
FTE	123	58	17	20

The College currently partners with a 100% virtual bookstore solution. The vendor offers a program charging the student a per credit hour rate to cover all educational materials from the bookstore where the student has the option to opt out if they choose. The recent unit counts ordered have been:

	Fall 2024	Spring 2025	Summer 2025
Per Credit - Digital	1,939	1,403	Not Available
Per Credit – Print	518	666	Not Available
Other – Digital	485	247	320
Other – Print	444	265	123

WVNCC is not predetermined on virtual versus an onsite physical presence or other solution. The expectation is that vendors will learn the WVNCC environment and offer the best solution. The pre-bid meeting and question / answer period will afford the opportunity to discover the College's operational practices.

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- 3) **Scope of Services:** WVNCC is seeking a single vendor to provide services including the sale of textbooks, educational supplies and other pertinent goods. A comprehensive proposal should include information regarding the following:
1. Firm Credentials & Culture
 - i. Highlight of company history and philosophy
 - ii. References (3)
 - iii. List/count and scope of other higher education institutions currently serving
 - iv. Implementation strategy and timeline for new clients
 - v. Understanding of Title VI of the Civil Rights Act of 1964, as amended, and the implementing regulations, 34 C.F.R Parts 100 and 101; Barring discrimination.
 - vi. Understanding of Title IX of the Education Amendments of 1972 and the implementing regulations, 34 C.F.R. Part 106; Barring discrimination.
 - vii. Understanding of the Family Educational Rights and Privacy Act of 1974 and implementing regulations, 34 C.F.R. Part 99;
 - viii. Understanding of Section 504 of the Rehabilitation Act of 1973 and the implementing regulations, 34 C.F.R. Part 104; Barring discrimination.
 - ix. Understanding of The Age Discrimination Act of 1975 and implementing regulations, 34 C.F.R. Part 110.
 - x. Understanding of The Standards for Safeguarding Customer Information, 16 C.F.R. Part 314, issued by the Federal Trade Commission (FTC), as required by the Gramm-Leach-Bliley (GLB) Act, P.L. 106-102; Confidentiality of customer records and information.
 - xi. Added value services that may not have been considered elsewhere in the RFP.
 2. Procurement of Materials
 - i. Offered types of textbooks, i.e. electronic books, new textbooks, used textbooks, bundle packages, software packages, customized textbooks, materials sold online, open educational resources, etc.
 - ii. Offered resources for other educational materials such as lab kits, culinary kits, and uniforms among others.
 - iii. Special book order services for students, faculty, and staff.
 - iv. Availability of exclusive custom publishing services, including the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Explain options for complimentary desk copies of course packs for faculty members.
 - v. Options for non-academic classes
 3. Student Experience Service and Support
 - i. Communication plan for student edification and awareness of options & processes
 - ii. Process for student acquisition of materials including selection, payment and delivery
 1. Typical timeline for ordering books and supplies for each term, including the process for sharing of textbook lists.
 2. Refund policies for textbooks and merchandise.
 3. Policies on textbook rental and buyback options
 - iii. Systems for inquiries
 1. Call center, website, online chat, email, app features, etc.
 2. Average response time to questions
 - iv. Communication plan for challenges (backordered materials, issues with publisher integration, etc.)
 - v. Accommodations process
 - vi. Plan for selection and availability of apparel, logo merchandise and other branded items.

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4. Faculty and Staff Services and Support
 - i. Designated Point of Contact and personalization of customer/client relationship
 - ii. Training for front-line staff and instructors
 - iii. Faculty adoption process
 - iv. Integration options with the College's student information system, Banner Ellucian,
 - v. Integration options with the learning management system, D2L Brightspace
5. Financial Matters
 - i. Suggested business model (virtual or onsite presence or other) with required commitments of space and financial support if required.
 - ii. Commission options if applicable
- 4) **Mandatory Requirements:** The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decision regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Vendors will provide a written response to:
 1. Convey qualifications, and experience.
 2. Demonstrate the business ability to meet the College's needs in acquisition of educational material.
 3. Discuss the expected student experience,
 4. Discuss the expected faculty & staff experience.
 5. Outline the required and/or optional financial arrangements requirements.

Furthermore, the vendor shall sign Attachment A as to certify the complete understanding of the RFP and the authority to submit a bid under the RFP parameters. It is the vendor's obligation to meet all deadlines.

SECTION FIVE: VENDOR PROPOSAL

- 1) **Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2) **Incurring Cost:** Neither the State 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) **Proposal Format:** Vendors should provide responses in the format listed below:
 1. **Section 1** – Convey qualifications, and experience as outlined in Section Four Subsection 3.1 – Scope of Service.
 2. **Section 2** – Demonstrate the business ability to meet the College's needs in the acquisition of educational material as outlined in Section Four Subsection 3.2 – Procurement of Materials.
 3. **Section 3** – Discuss the expected student experience as outlined in Section Four Subsection 3.3 – Students Experience Service and Support.
 4. **Section 4** – Discuss the expected faculty & staff experience as outlined in Section Four Subsection 3.4 – Faculty and Staff Experience Service and Support.
 5. **Section 5** – Outline the financial arrangements requirements and/or options as outlined in Section Four Subsection 3.5 – Faculty and Staff Experience Service and Support.
 6. Signed certification in **Attachments A**.

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- 4) **Proposal Submission:** Proposals will be reviewed in whole.
1. All proposals must be submitted **prior** to the date and time stipulated in the RFP. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section 2: Instructions to Bidders Submitting Bids above.
- 5) **Bid Opening:** The Evaluation Committee shall publicly open and announce cost proposals on **Oct 17th, 2025** at 3:00 PM EST. All bids for qualifying proposals will 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 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 SIX: EVALUATION AND AWARD

- 1) **Evaluation Process:** Proposals will be evaluated by an "Evaluation Committee" against the established criteria with points deducted for deficiencies. The Vendors who demonstrate that they meet all of the mandatory specifications required, have appropriately presented within their written response their understanding in meeting the goals and objectives of the project, and attain the highest overall point scores of all vendors shall be invited to make a final presentation. Vendors will be given guidance on content and parameters at least one week prior to the presentation.
- 2) **Evaluation Criteria:** All evaluation criteria are defined in the specifications section and based on a 100 point total score.
 1. The following are the evaluation factors and maximum points possible for technical point scores:

Firm Credentials & Culture	20 Points Possible
Procurement of Materials	20 Points Possible
Student Experience Service and Support	20 Points Possible
Faculty and Staff Service and Support	20 Points Possible
Total Financial Relationship	20 Points Possible
Total	100 Points Possible
 2. Top scoring vendors will be invited to WVNCC to make final presentation.
- 3) **Minimum Acceptable Score:** Vendors must score a minimum of 80% (80 points) of the total points possible. All Vendors not attaining the minimum acceptable score shall be considered as non-qualifying. 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 the bidder's technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals will also be opened but shall not be considered. 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.

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Attachment A – Signed Certification: Section Four, Subsection 4.1:

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)