REQUEST FOR PROPOSALS
FOR MANAGEMENT OF A
UNIVERSITY OF MASSACHUSETTS AMHERST
VIRTUAL COURSE MATERIALS STORE

RFP # AA14-JM-4907

February 2014

SUBMITTED BY THE AMHERST PROCUREMENT DEPARTMENT
SPONSORED BY THE UMASS AMHERST OFFICE OF ADMINISTRATION AND FINANCE
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</tr>
</tbody>
</table>

**NOTE:** To simplify the review process by the University of Massachusetts Amherst Administration and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Section 6, “Proposal Submittal Requirements.” In addition, the Financial Bid Form (Attachment A) must be completed and signed by an authorized company representative.
SECTION 1: INSTRUCTIONS AND TIMELINE

1.1 General Information

a. The University of Massachusetts Amherst (UMass Amherst) invites your firm to submit a Proposal for Management of a UMass Amherst Virtual Course Materials Store.

b. Your company’s Proposal must remain in effect for a minimum period of one hundred and twenty (120) days following the RFP opening date in order to allow for sufficient time for evaluation, approval, and issuance of award notice. The successful contractor’s offer will remain firm for the duration of any resulting award and extensions.

c. UMass Amherst reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.

d. By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this Request For Proposals (RFP).

e. By submitting a Proposal, your company agrees that neither you or any other agent or representative of your company will initiate any communications to promote or advertise your Proposal to any member of our Board of Trustees, or UMass Amherst Staff or Faculty, except in the course of UMass Amherst sponsored inquiries, briefings, interviews, or presentations.

1.2 Timeline

The timeline of key dates is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>February 26, 2014</td>
</tr>
<tr>
<td>Contact UMass Procurement to Schedule</td>
<td>By March 6, 2014 @ 5:00 p.m. EST</td>
</tr>
<tr>
<td>Attendance at the Optional Campus Visit</td>
<td>By March 6, 2014 @ 5:00 p.m. EST</td>
</tr>
<tr>
<td>Optional Campus Visit by Contractors</td>
<td>March 7, 2014 @ 10:00 a.m. EST</td>
</tr>
<tr>
<td>Contractors Written Questions Due</td>
<td>March 11, 2014 @ 5:00 p.m. EST</td>
</tr>
<tr>
<td>UMass Responses to Written Questions</td>
<td>March 13, 2014 @ 5:00 p.m. EST</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>March 31, 2014 @ 2:00 p.m. EST</td>
</tr>
<tr>
<td>Proposal Review by UMass Amherst</td>
<td>April 2014</td>
</tr>
<tr>
<td>Presentations by Contractors</td>
<td>April 2014 (Date TBD)</td>
</tr>
<tr>
<td>Notification of Contract Award (if awarded)</td>
<td>By May 15, 2014</td>
</tr>
<tr>
<td>Contract Commencement</td>
<td>July 1, 2014</td>
</tr>
</tbody>
</table>
1.3 **Campus Visit- Optional**

a. The optional Campus Visit will take place on Friday, March 7, 2014 at 10:00 a.m. at the Campus Center, Room # 911-915. **Contractors who plan to attend the optional Campus Visit should confirm their attendance by e-mailing the contact below no later than March 6, 2014 at 5:00 p.m. EST.** Contact information is as follows:

John O. Martin  
**Director of Procurement & Campus Services**  
University of Massachusetts Amherst  
e-mail: jomartin@admin.umass.edu

1.4 **Questions And Requests For Additional Information**

a. Questions regarding the RFP will be accepted, in writing by e-mail only, from the time of RFP release until 5:00 p.m. (**Eastern standard time**) March 11, 2014.

b. All inquiries MUST be made in writing via e-mail to John O. Martin, Director of Procurement & Campus Services, UMass Amherst, at jomartin@admin.umass.edu. Note that questions asked during the Campus Site Visits must also be submitted in writing in order to be included with the University’s official response to questions.

c. The University will post its responses to all written questions received by the published deadline by formal addendum by 5 p.m. on March 13, 2014 on the UMass Amherst Procurement webpage at:
http://www.umass.edu/procurement/bidsopen.htm

1.5 **Proposal Receipt**

a. Only Proposals received by **2:00 p.m. (**Eastern standard time**) Monday, March 31, 2014** will be considered. All Proposals received after the date and time listed will be filed unopened in the RFP file and will not be considered. All Proposals must be in writing and must be executed by an authorized officer of the prospective contractor. One Original hardcopy and eight electronic versions (submitted on 8 separate flash drives) of the Proposal should be delivered to:

John O. Martin  
**Director of Procurement & Campus Services**  
University of Massachusetts Amherst  
407 Goodell Building, 140 Hicks Way  
Amherst, MA 01003  
**Attention: RFP # AA14-JM-4907**
b. The University reserves the right to select one or none of the Proposals submitted.

c. Only information in this RFP and any subsequent addenda will be valid. Inquiries received after the specified date and time will not be accepted. The questions and official University responses will be issued by formal addendum and posted on the UMass Amherst Procurement webpage at http://www.umass.edu/procurement/bidsopen.htm.

The University will extend the due date by written addendum if such information significantly amends this RFP or makes compliance with the original proposed due date impractical.

d. Each submittal shall clearly identify the respondent's name and business address. Print: **Attention: RFP # AA14-JM-4907** in the lower left hand corner of all envelopes and/or packaging.

e. The University recommends sending the Proposal with acknowledged receipt. It is the contractor’s responsibility to insure that its Proposal is received in its entirety and without exception by the RFP closing date and time. Late submittals will not be accepted and will be placed, unopened, in the Proposal file. Any Proposal received after the date and time specified will not be accepted, read, or evaluated.

f. The University will not be responsible for computer, server, internet or any technical problems, errors, delivery delays, or failures beyond its physical control. Contractors are advised to send their Proposal responses prior to the proposal deadline to compensate for potential routing delays.

g. The official Request for Proposal (RFP # AA14-JM-4907), along with any addenda, including contractor questions and University responses, will be posted on the UMass Amherst Procurement Department website at the following location: [http://www.umass.edu/procurement/bidsopen.htm](http://www.umass.edu/procurement/bidsopen.htm).

The posted documents are the only official version. It is the contractor’s responsibility to periodically check this website for any possible addenda to the RFP that may have been posted. Failure to include information on posted addenda with your Proposal will be grounds for rejection of a contractor’s Proposal at the sole discretion of the University.

h. Accept/Reject Proposal. The University reserves the right to reject any or all Proposals, wholly or in part; to waive technicalities, irregularities, and omissions; to make the award in a manner deemed to be in the best interest of the University of Massachusetts Amherst; and to correct any award erroneously made as a result of a clerical error on the part of the University of Massachusetts Amherst.
i. Withdrawal of Proposal. Proposal offers may be withdrawn at any time prior to the Proposal receipt deadline date and time. Once the Proposal receipt deadline has passed all Proposals become the property of the University.

j. Proposal Results. Complete records of all Proposals and awards are maintained by the University of Massachusetts Amherst Procurement Department. All Proposal documents will be made available for public examination after the Proposal Evaluation Committee has completed its Proposal review, selection and award.

k. The RFP in no manner obligates the University of Massachusetts Amherst to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the University of Massachusetts Amherst without penalty or obligation at any time prior to the signing of an agreement.

l. Authorized Signature. The Proposal offer shall be signed by an officer who is authorized to make such commitments for the contractor. In addition, the Financial Bid Form (Attachment A) must be completed and signed by an authorized company representative.

m. Expenses. Expenses for developing and presenting Proposals shall be the entire responsibility of the contractor and shall not be chargeable to the University of Massachusetts Amherst. All supporting documentation and manuals submitted with this Proposal will become the property of the University of Massachusetts Amherst unless requested by the contractor, in writing, at the time of the submission, and agreed to, in writing, by the University of Massachusetts Amherst.

n. Public Information. All Proposals and related documents submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the Proposal response that are inconsistent with those statutes will be disregarded.

o. Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit Proposals in response to the RFP. For the purposes of this RFP the term MBE or WBE shall mean a contractor who is certified as a Minority-Owned Business Enterprise and/or Women-Owned Business Enterprise by the Massachusetts Supplier Diversity Office (SDO) or similar Federal database and who is still certified at the time the respondent’s qualifications are submitted.
All minority owned businesses are encouraged to apply for SDO certification. For further information on SDO certification and qualifications, or access to SDO contractor lists, contact the SDO Office at (617) 727-8692 or go to http://www.somwba.state.ma.us/ for more information.

1.6 **Presentations**

a. The University reserves the right to schedule face-to-face meetings with any or all contractors in order to determine their eligibility, discuss contractor qualifications or to seek clarification of their Proposals.

b. After review of the Proposals, qualified prospective contractors will be invited to make oral presentations during April 2014 (date TBD).

1.7 **Proposal Requirements**

a. All Proposals shall be made in the Proposal Response Format required in RFP Section 6, “Proposal Submittal Requirements.” Contractors will not be allowed to make material alterations to their Proposal offers after the Proposal opening date. Each contractor shall include in their written offer all requirements, terms and conditions they may have, and shall not assume that an opportunity will exist to add such requirements, terms or conditions after the Proposal opening. Contractor’s terms or conditions that are deemed unacceptable by the University may be the basis for rejection of the Proposal at the University’s sole discretion.

b. All material submitted in response to the RFP shall become the property of the University of Massachusetts Amherst upon submission and will be considered as part of this RFP.

c. Interpretation of the wording of this document shall be the responsibility of the University of Massachusetts Amherst and that interpretation shall be final.

d. Any addendum issued to contractors prior to the Proposal opening date shall include an addendum acknowledgement section. Since all addenda shall become a part of the Proposal, all addenda must be signed by an authorized contractor representative and returned with the Proposal. Failure to sign and return any and all addendum acknowledgements may be grounds for rejection of the Proposal response.

e. Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the contractor’s Proposal response. Failure to provide the required data to allow for evaluation of the contractor’s response to the RFP, or failure to follow and complete the RFP Proposal format and accompanying documents will be grounds for rejecting the Proposal offer.
The University of Massachusetts Amherst reserves the right to reject any Proposals that alter the terms specified in the RFP.

f. From the date of issuance of the RFP until the opening date, the contractor must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University of Massachusetts Amherst. The contractor is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Commonwealth of Massachusetts laws.

g. After the Proposals are opened, but prior to award, the University of Massachusetts Amherst may elect to conduct negotiations with the highest ranked Proposal respondents for purposes of:

- Resolving minor differences and information
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from respondents

Selection may be made without further discussion, negotiations or contractor’s presentations; therefore, contractors shall offer the most favorable terms in response to this RFP. Contractors must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Contractors shall include information that will enable the University of Massachusetts Amherst to determine the contractor’s overall qualifications. The University of Massachusetts Amherst reserves the right to request additional information or clarification on any matter included in the Proposal response, to enable the University of Massachusetts Amherst to arrive at the final award decision.

1.8 Terms And Conditions

a. The successful contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The successful contractor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c. 151B.

b. The University will rate the contractors on an evaluation of their Proposal responses, as submitted. The University reserves the right to reject any or all Proposals, wholly or in part, and the right, in its sole discretion, to award a contract not based solely on the contractor with the lowest cost, highest guaranteed payment to the University, or highest percentage payment to the
University, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed by the University to be in the best interest of the University.

c. The successful contractor will be considered an independent contractor and will not, directly or indirectly, act as an agent, servant or employee of the University, or make any commitments or incur any liabilities on behalf of the University without the University's written consent. The successful contractor will further agree that upon the request of the University, it will remove from the University's premises, permanently if so requested, any employee who, in the opinion of the University, is guilty of improper conduct, not qualified to competently perform the work assigned, or whose presence on the University's premises is deemed to be detrimental to its best interest.

d. Submission of a Proposal indicates that the contractor has read, completely understands, and agrees with this Request For Proposals document. If the contractor takes exception to any of the contract terms and conditions contained herein, the contractor shall so note it as an exception in its Proposal response, referencing the section and item number and giving a complete explanation for the exception. The University reserves the right to use any such exception as grounds for rejection of the Proposal.

e. No officer or employee of the Commonwealth shall participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, as set forth in M.G.L. c. 268A. No officer or employee of the Commonwealth shall have any interest, direct or indirect, in this contract or the proceeds thereof.
SECTION 2: INTRODUCTION

2.1 Introduction / Virtual Course Materials Store

UMass Amherst is committed to providing creative textbook/course materials programs through the utilization of cutting-edge technology, with a primary goal being to reduce course materials costs to students. As part of this commitment, UMass Amherst has initiated this Request For Proposals (RFP) process to select a dynamic/innovative virtual course materials store firm that will deliver affordable course materials to UMass Amherst Students.

Elements of a Virtual Course Materials Store serving UMass Amherst include, but are not limited to, the following:

- Supporting the academic mission of UMass Amherst by providing efficient and effective online textbook/course materials services to students and faculty, including online buyback and online adoptions.
- Creating and implementing effective strategies to reduce the cost of textbooks/course materials to UMass Amherst Students by minimizing shipping costs and providing a wide selection of used textbooks, textbook rental titles, and digital textbooks/course materials.
- Providing easy access for online textbooks/course materials.
- Developing a proactive textbook/course materials strategy that will allow the Virtual Course Materials Store to compete effectively in the challenging university bookstore environment.
- Communicating and coordinating with UMass Amherst’s designated personnel regarding textbook/course materials adoptions.
- Providing comprehensive textbook/course materials services to support all University academic programs.
- Providing excellent customer service, including minimizing delivery time for online purchases and ensuring efficient online processing of all transactions (e.g., textbook ordering, buyback, etc.).
- Providing an on-campus Virtual Course Materials Storefront/Kiosk (e.g., online order campus pick-up, returns, etc.) located in the hub of the UMass Amherst Campus Center/Student Union Complex.
- Utilizing state-of-the-art technology and emerging technologies for Web based textbook/course materials operations (e.g., online transactions, inventory status, registration integration, online textbook rental, online buyback, etc.).

2.2 University Store / Textbook Annex

The UMass Amherst University Store, located in the Campus Center/Student Union Complex provides the UMass Amherst community with UMass Amherst apparel, gifts, and general merchandise.
The Textbook Annex provides UMass Students with comprehensive textbook/course materials services. If the University selects a Virtual Course Materials Provider, the Textbook Annex will be closed and the Virtual Course Materials Provider will provide textbooks/course materials to UMass Students online, with a limited on-campus presence.

2.3 **Proposal Evaluation Criteria**

The criteria that will be used by the UMass Amherst Administration to evaluate Proposals include, but are not limited to, information submitted in response to Section 6 of the RFP, as follows: (Note: The following criteria are not in priority order.)

6.1 Company History and Background  
6.2 Operations Plan  
6.3 Customer Service  
6.4 Staffing / Personnel  
6.5 Textbooks / Course Materials  
6.6 Textbook Affordability / Pricing Policies  
6.7 Virtual Course Materials Store On-Campus Location  
6.8 Technology  
6.9 Tender Types  
6.10 Financial Proposal  
6.11 Alternate Proposal (Optional)  
6.12 Additional Information  
6.13 Exceptions to RFP Specifications

In addition to the criteria listed above, the following criteria will be used, at a minimum, in the selection process (the criteria is listed in rank order of importance to the University):

a. Services provided by the contractor that would be considered similar in nature to the types of services that are described in this RFP.

b. Effectiveness of the respondent in meeting the requirements of the RFP.

c. Minimum of 3 references, including contact names and telephone numbers.

d. Financial return to the University to provide the services described in this RFP.

e. Plan and ability to reduce textbook/course materials costs to UMass Students.

f. Professional qualifications of the firm, the principal in charge, and the key members of the proposed UMass Amherst project team.
SECTION 3: UMASS AMHERST BACKGROUND INFORMATION

3.1 **Background**

A leading center of public higher education in the Northeast, the University of Massachusetts Amherst, has a reputation of excellence in a growing number of fields for its wide and varied academic offerings, and for its expanding roles in education, research and public service.

The flagship campus of the Commonwealth’s university system, the University of Massachusetts Amherst is a research university with a faculty of 1,180 members; it enrolls over 26,000 students from all fifty states and over 100 countries. In addition to faculty, the University employs 5,100 staff. The campus is comprised of over 11 million gross square feet of space on 1,400 acres of land. The Amherst campus of the University of Massachusetts system is in the scenic Pioneer Valley of Western Massachusetts, 90 miles from Boston and 175 miles from New York City. The campus provides a rich cultural environment in a rural setting close to major urban centers.

Offering programs in the sciences, liberal arts and professional fields leading to Associate’s, Bachelor's, Master's and Doctorate degrees, it has eleven schools and colleges. UMass Amherst is classified as “Research Extensive/Very High Activity” by the Carnegie Foundation, one of two such public institutions in New England. In 2009 it was classified by the Carnegie Foundation as a Community Engaged University. This classification exemplifies the “collaboration between institutions of higher education and their larger communities for the mutually beneficial exchange of knowledge and resources in the context of partnership and reciprocity.” For more detailed information about its educational and research activities, interested parties are invited to visit [www.umass.edu](http://www.umass.edu).

The University of Massachusetts Amherst is a Carnegie Research Extensive University that competes nationally in many academic fields at the highest level of teaching and research. UMass is implementing a new faculty hiring program as well as a strategic increase in enrollment. The continued ability of the Amherst campus to attract and retain the next generation of the highest caliber faculty and to increase student enrollment requires effective utilization of existing space and renewal and expansion of the academic facilities.
3.2 Enrollment

The total full-time equivalent (FTE) enrollment figure for 2013 was 26,747. FTE enrollment figures for the past five years are as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TOTAL FTE ENROLLMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>24,277</td>
</tr>
<tr>
<td>2010</td>
<td>24,932</td>
</tr>
<tr>
<td>2011</td>
<td>26,328</td>
</tr>
<tr>
<td>2012</td>
<td>26,637</td>
</tr>
<tr>
<td>2013</td>
<td>26,747</td>
</tr>
</tbody>
</table>

3.3 Academic Calendar

UMass Amherst operates on Fall and Spring semesters, along with a Winter term and two Summer sessions.

*The remainder of this page left intentionally blank*
4.1 **Textbook / Course Materials Sales**

Textbook/Course Materials sales for Fiscal 2013 were $4,669,499. Textbook/Course Materials sales figures for the past five fiscal years are as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>FY '09</th>
<th>FY '10</th>
<th>FY '11</th>
<th>FY '12</th>
<th>FY '13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sales ($)</td>
<td>$6,690,669</td>
<td>$5,964,447</td>
<td>$5,630,060</td>
<td>$5,429,712</td>
<td>$4,669,499</td>
</tr>
</tbody>
</table>

The Textbook/Course Materials sales figures for the major departments/categories for the past five fiscal years are as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>FY '09</th>
<th>FY '10</th>
<th>FY '11</th>
<th>FY '12</th>
<th>FY '13</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Textbooks</td>
<td>$4,082,662</td>
<td>$3,761,546</td>
<td>$3,501,287</td>
<td>$3,390,329</td>
<td>$3,149,090</td>
</tr>
<tr>
<td>Used Textbooks</td>
<td>$2,608,007</td>
<td>$2,202,901</td>
<td>$1,570,685</td>
<td>$1,310,656</td>
<td>$978,230</td>
</tr>
<tr>
<td>Textbook Rental</td>
<td>-</td>
<td>-</td>
<td>$543,445</td>
<td>$668,661</td>
<td>$465,834</td>
</tr>
<tr>
<td>Digital Textbooks</td>
<td>-</td>
<td>-</td>
<td>$14,643</td>
<td>$12,474</td>
<td>$33,471</td>
</tr>
</tbody>
</table>

4.2 **Tender Types**

UMass Amherst Students can purchase textbooks/course materials with cash, personal checks, major credit cards, bank debit cards, the UMass UCard, gift certificates/gift cards, scholarship vouchers and financial aid account vouchers.

4.3 **Existing / Creative Course Materials Programs**

Existing creative course materials programs include the following:

a. **OWLBook Program**

The University’s Center for Educational Software Development (CESD) is collaborating with instructors to create an interactive, online learning environment called the OWLBook and produce content specific versions of OWLBooks for courses. The OWLBook environment blends elements of a textbook, an online homework system, online exams, and adaptive learning elements into a single interactive resource that collects data analytics about student usage that can be fed back into the system to enhance the learning experience. Faculty in Computer Science, Chemistry, and Biochemistry have already created OWLBooks and tested them for a number of years with their students, showing them to be well accepted and quite capable of improving learning outcomes in our large enrollment classes.

Creation of more OWLBooks is underway in those disciplines plus Physics, Math, Journalism, and Econometrics. At least one Dean is exploring the possibility of partnering in the creation of OWLBook content for large
classes in exchange for a portion of the revenue generated by their sale, especially as they expand beyond use at UMass. In a separate initiative, CESD is working with the University’s Center for Agriculture to create a suite of online OWLBook products for their constituencies such as conservation commissions, planning boards, turf management organizations, and others.

CESD has partnered with the University of Massachusetts Press to distribute OWLBooks for use in classes at UMass and other universities. Students log into UMass Press’s Web site and purchase an access code for their OWLBook, which includes many of the graded learning materials for their course. OWLBooks are provided at affordable prices (i.e., $20 or $25 per semester) and can be accessed for up to a year or more, depending on the course. In the Fall of 2013 students in the Computer Science class, Introduction to Programming Using Java, purchased OWLBooks in this manner. This spring students in the same class are again purchasing OWLBooks, as are students in three other colleges. This wider distribution will grow over time – in fact, much of the point of partnering with UMass Press is to create a marketing capability to reach many other colleges and universities with OWLBooks. Additionally this spring, students in the Chemistry class, Physical Chemistry, purchased OWLBooks for their class for the first time.

UMass Press has also arranged to have spiral bound hardcopy versions of the OWLBooks printed for distribution as well, adding the capability to sell complementary materials for each class. Many students have said in surveys that they would happily purchase an inexpensive, black and white version of the OWLBook in addition to the online component.

b. The Open Education Initiative @ UMass Amherst

To address the high cost of commercial print textbooks, the Provost’s Office and the University Libraries launched the Open Education Initiative in the Spring of 2011. The Open Education Initiative (OEI) is a faculty incentive program that encourages the use of existing low-cost or free information resources to support UMass Students’ learning. Information Literacy is also emphasized, creating opportunities for students to develop and practice the skills of critical thinking, reasoning, communication, and integration of knowledge and perspectives.

Additional information regarding the Open Education Initiative can be found at http://guides.library.umass.edu/content.php?pid=87648&sid=1714807.
c. **Adaptive Learning Program**

The University has implemented an Adaptive Learning pilot whereby faculty are “field testing” Adaptive or Personalized Learning tools (e.g., McGraw-Hill LearnSmart materials for certain courses) measuring impact on student learning, student progress within a course, and student success as measured by a final grade in the course. These Adaptive Learning materials along with the textbook or e-text are being provided at a significantly reduced price to the student. The University is also piloting guaranteeing 100% student participation with the Adaptive Learning pilot courses through a direct billing process. Students are provided automatic access to the materials once they are enrolled in the course, and billed for the course materials on their semester bill through the Bursar’s Office. In addition, the University is collecting feedback on student usage of Adaptive Learning tools, faculty usage of Adaptive Learning tools, and affordability as measured by the costs to students of these required course materials. Faculty have the ability to work with any publisher or any personalized learning tool that may be appropriate for their course.

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SECTION 5: DESCRIPTION / SCOPE OF VIRTUAL COURSE MATERIALS PROGRAM

5.1 Operations

a. The contractor shall provide the UMass Amherst community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, and rental textbooks.

b. The contractor shall have the right to operate the UMass Amherst Virtual Course Materials Store for the textbook/course materials program. The University shall coordinate with the contractor to establish a link from the University’s Student Information System (SIS) Schedule page to the contractor’s Virtual Course Materials Store Web site. (Note: The University uses Oracle Campus Solution.)

c. Virtual Course Materials Store Name. The name of the Virtual Course Materials Store that shall provide textbooks/course materials to the UMass Amherst community will be mutually agreed upon between the University and the contractor.

d. Shipping. The contractor shall provide multiple shipping options for students, including standard shipping, expedited shipping, and overnight shipping.

e. Reporting Requirement. The contractor shall report to UMass Amherst’s Executive Director of Auxiliary Enterprises. The contractor will meet with the Executive Director of Auxiliary Enterprises at least quarterly to review the Virtual Course Materials Store’s textbook/course materials program.

f. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA) and shall ensure that the Virtual Course Materials Store meets the needs of disabled students.

5.2 Textbooks / Course Materials

a. The contractor shall provide the UMass Amherst community with a full range of course materials (e.g., new textbooks, used textbooks, digital textbooks, custom published materials, and rental textbooks) including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.

b. The contractor, working with the faculty and/or designated University personnel, shall make every effort to obtain early textbook/course materials
 adoption commitments. The contractor shall provide timely reports to faculty members concerning the status of their orders.

c. Textbook adoption data and forms, whether received in paper form, electronically, or otherwise, provided to the contractor by UMass Amherst’s Faculty or Staff are the property of the University. The contractor shall provide textbook/course materials adoption data and/or adoption forms to the University within twenty-four (24) hours of the University’s request for copies of such adoption data and/or adoption forms.

d. The contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, and related academic supplies and materials, as required by the faculty for course work, available for online purchase by students according to the schedule established by the University.

e. To ensure sufficient availability of course materials, the contractor shall make available to UMass Amherst Students all required and recommended course materials, including those that are not readily available online through the contractor’s standard distribution channels.

f. The contractor shall maximize the availability of used textbooks for online purchase by UMass Amherst Students.

g. The contractor shall maximize the availability of rental textbooks for online rental transactions by UMass Amherst Students.

h. The contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, multi-media streaming, supplemental content, integration with the campus Learning Management System (LMS), etc.

i. The contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing and/or electronic distribution, and sales.

j. The contractor shall provide comprehensive textbook/course materials services and will work closely with UMass Amherst to support all UMass Amherst academic programs.

k. The University will continue to support campus initiatives that provide affordable course materials to UMass Students, including but not limited to, the OWLBook Program and OEI, as described in RFP Sections 4.3a and 4.3b.

l. The University will continue to support its Adaptive Learning Program reserving the right to contract independently with publishers/ebook providers
to port materials directly to students through LMS, without involving the contractor.

m. The contractor shall work with the University to ensure compliance to the Higher Education Opportunity Act (HEOA) Textbook Provision.

5.3 **Pricing Policies**

a. The University is extremely committed to making textbooks/course materials affordable to UMass Amherst Students.

b. The contractor’s textbook/course materials pricing policy should be innovative and address the desire of the University to provide UMass Amherst Students with affordable textbooks/course materials.

c. The contractor shall provide free shipping, or, if shipping charges apply, then the contractor shall establish fair and reasonable shipping charges.

5.4 **Buyback**

a. The contractor shall buy back books online through the Virtual Store Web site.

b. At the University’s request, the contractor shall buy back books at the end of each semester on the UMass Amherst campus, at a location to be determined by the University.

5.5 **Tender Types**

a. Tender Types. At a minimum, the contractor shall accept major credit cards, Virtual Store gift cards, bank debit cards, the UMass Amherst Campus Card (UMass UCard), and, if applicable, scholarship account charges. The contractor shall be solely responsible for all expenses and collection of debts resulting from all transactions.

b. UMass UCard Campus Card. The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the UMass UCard, and/or another campus card utilized by UMass Amherst in the future. The University shall assess the contractor a transaction fee of three percent (3%) of sales for all UCard Campus Card transactions. This fee may be periodically reviewed and if needed, adjusted to cover increased UCard support costs. Any adjustments will be made on an annual basis, and will not exceed 4.5% of gross sales per month during the contract period.
5.6 **Customer Service**

a. The contractor shall provide excellent customer service with respect to the operation of the UMass Amherst Virtual Course Materials Store.

b. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, customer comment opportunities, etc. Customer feedback results will be shared with UMass Amherst.

c. Refund Policy. The contractor’s refund policy must be sensitive to the needs of UMass Amherst Students and customers.

d. Virtual Course Materials Store Advisory Committee. The University may establish a Virtual Course Materials Store Advisory Committee. The contractor shall meet regularly with the Virtual Course Materials Advisory Committee, if established, and with University officials to review the Virtual Course Materials Store operations and to improve the Virtual Course Materials Store program, services, and policies.

5.7 **Staffing / Personnel**

a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Virtual Course Materials Store.

b. Faculty Liaison. The contractor shall be responsible, at its sole cost and expense, to provide a faculty liaison to coordinate the functions necessary to provide an efficient full-service Virtual Course Materials Store in accordance with the requirements established by UMass Amherst (e.g., textbook/course materials adoption coordination, digital course materials liaison, etc.).

c. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on UMass Amherst’s premises, all employees, agents and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from UMass Amherst at the University’s request.

d. Employment Laws. The contractor shall comply with all state and federal employment requirements.
5.8 Web Site

a. The contractor shall manage and operate a full-service UMass Amherst-branded Virtual Course Materials Web Site. The Web site shall include, but not be limited to, the following:

- Order and reserve textbooks
- Submit textbook adoptions online
- Online buyback
- Online returns

b. All aspects of the Virtual Course Materials Store, including products sold (whether by the contractor or by a third party contractor), links to and/or from the Virtual Store Web site, and advertising accepted, shall require the University’s prior written approval.

c. The contractor shall operate the Web site on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.

5.9 Technology

a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., online adoption technology, technology for web based textbook/course materials, technology necessary to comply with the HEOA Textbook Provision, etc.) to deliver the desired level of service. (Note: The University will not buy out the undepreciated portion of the contractor’s technology investment at the termination, expiration, or non-renewal of the contract.)

b. PCI (Payment Card Industry) Compliance. To ensure all possible steps are taken to secure UMass Amherst Student, Faculty, and Staff personal data, all in-store technology and e-commerce processing must be PCI compliant. For the Virtual Store and onsite kiosk, the contractor must maintain PCI compliant. The contractor’s payment application must be listed on PCI Validated payment application list and/or the service provider listed on the Visa Global Registry of Service Providers. The contractor will be required to provide the AOC or verification annually.

c. Customer Data/FERPA. The contractor shall agree to abide by the limitations on re-disclosure of personally identifiable information from student education records ("Information") set forth in The Family Educational Rights and Privacy Act (FERPA) and the regulations pertaining to FERPA. The contractor shall agree to hold Information in strict confidence; shall develop, implement, maintain and use appropriate
administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Information received from, or on behalf of UMass Amherst or its students; shall not use or disclose Information except as permitted or required by the Agreement, applicable law, or as otherwise authorized in writing by UMass Amherst; shall not use Information for any purpose other than the purpose for which the disclosure was made; and upon termination, cancellation, expiration or other conclusion of the Agreement, shall return all Information to UMass Amherst or, if return is not feasible, destroy any and all Information. The contractor shall, within one day of discovery, report to UMass Amherst any use or disclosure of Information not authorized by this agreement or in writing by UMass Amherst.

5.10 Financial Reporting

a. On a monthly basis, the contractor shall submit a sales report to the UMass Amherst Administration, including sales by category (i.e., new, used, rental, digital, etc.) and total sales for the Virtual Course Materials Store.

b. On an annual basis, the contractor shall submit a detailed Virtual Course Materials Store financial report to the University. At a minimum, the UMass Amherst Virtual Course Materials Store financial report shall include the following:

- Sales by Category/Department
- Total Sales
- Rent/Commission Paid to the University
- Other Financial Data, as Requested by the University

c. The contractor shall provide UMass Amherst with a copy of its audited company financial statement on an annual basis.

d. Specific requirements regarding payment both to and from the University will be determined as part of the contracting process with the successful contractor. Payments will be timely and reflect standard billing and payment procedures to assure the University complete accountability of all financial transactions. The University will require clear avenues that will allow disclosure of activity and revenues to provide an easily auditable operation. Contractors should describe any requirements they may have regarding payment issues.

e. The University reserves the right to request an audit of all or any components of the arrangement between the University and the successful contractor.
5.11 **Virtual Course Materials Store On-Campus Location**

a. The contractor shall provide an on-campus Virtual Course Materials Storefront/Kiosk, located in the hub of the UMass Amherst Campus Center/Student Union Complex.

b. Fixtures/Equipment. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, POS terminal, etc.) to operate the Virtual Course Materials Storefront/Kiosk.

c. Hours Of Operation. Hours of operation of the Storefront/Kiosk shall be mutually agreed upon. Changes to the defined hours of operation must be approved by the University.

5.12 **University Obligations**

a. The University shall provide the contractor with:

   • Space in the Campus Center/Student Union Complex to accommodate the Virtual Course Materials Storefront/Kiosk
   • Access to campus wired network, telephone services, and voice answering system at the standard UMass rates
   • Security service for the Virtual Course Materials Storefront/Kiosk provided by UMass Amherst in the same manner provided for other UMass Amherst buildings
   • Utilities, electricity, HVAC, etc., at the standard UMass rates

5.13 **Contractor Obligations**

a. The contractor shall provide the following as part of its management and operation of the Virtual Course Materials Storefront/Kiosk:

   • Vehicles. The contractor shall provide Vehicle(s) necessary (if any) for the operation of the Virtual Course Materials Storefront/Kiosk. The contractor will be responsible for any parking fees or permits related to their vehicle(s).
   • Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of the University) the interior of the Virtual Course Materials Storefront/Kiosk.
   • All equipment will be PCI compliant
SECTION 6: PROPOSAL SUBMITTAL REQUIREMENTS
(Note: To simplify the University’s review process, the format for all Proposals must be consistent with the information requested in this Section.)

6.1 Company History And Background

a. Provide your qualifications and experience in providing online/virtual textbook/course materials services.

b. Provide a client list of Virtual Stores operated by your company.

c. Include your company’s audited financial statements for the past two (2) years, along with your company’s S&P or D&B rating.

6.2 Operations Plan

a. Describe your management/operations plan for operation of the Virtual Course Materials Store serving UMass Amherst.

b. Describe your management/operations plan for operation of the Virtual Course Materials Storefront/Kiosk serving UMass Amherst.

6.3 Customer Service

a. Describe the methods you will use to obtain regular feedback from Virtual Course Materials Store customers to ensure a high level of customer satisfaction.

b. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, and digital course materials.

c. Describe your company’s order processing, order fulfillment, shipping and delivery processes and options.

d. Describe your company’s order processing time.

e. Describe your proposed hours of operation for the UMass Amherst on-campus Virtual Course Materials Storefront/Kiosk.

f. Describe the online support for students and faculty who may experience difficulties with access or use.

6.4 Staffing / Personnel

a. Provide your company organization chart.
b. Staffing Plan. Provide your proposed staffing plan for support of the UMass Amherst College Virtual Course Materials Store.

c. Faculty Liaison. Provide your proposed staffing plan for the faculty liaison support position as described in Section 5.7b.

d. Transition Plan. Provide a detailed transition plan that includes information on how your firm will accommodate a shift from a full-service on-campus textbook/course materials provider business model to a Virtual Course Materials Store. Include a detailed timeline of key dates for the transition.

e. Describe your corporate support services.

f. Describe the University Staff support that will be necessary to coordinate and communicate with your company regarding textbook/course materials adoptions, problems, out-of-stocks, etc.

6.5 Textbooks / Course Materials

a. Market Share. Describe your company’s plans to develop and implement an active strategic plan to protect the University’s textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market/promote textbooks/course materials to students.

b. Textbook Inventory/Availability. Describe your textbook/course materials inventory program, including your inventory sources and your plan to ensure that all textbooks/course materials are readily available for purchase/rent by UMass Amherst Students.

c. Services And Programs. Describe in detail the textbook/course materials services and programs that you will provide to UMass Amherst Faculty and Students (e.g., online ordering, online buyback, online adoption program, registration integration program, etc.).

d. Used Textbooks. Provide a detailed description of your sources for used textbooks, along with a description of your online textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices.

e. Digital Delivery. Describe your company’s plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Specifically, provide the following:

• A detailed description of your company’s plan/strategy regarding online delivery of digital/electronic course materials, digital textbooks, integration with Learning Management Systems (LMS), etc.
• Describe any value added that your company can provide to the OWLBook Program, the Open Education Initiative and the Adaptive Learning Program (as described in RFP Sections 5.2. k and l).

f. Textbook Rentals. Describe in detail the online textbook rental program that your company will provide at UMass Amherst.

g. Custom Publishing/Coursepacks. Describe your online custom publishing/coursepack program.

h. HEOA. Describe how your company ensures compliance to the Federal Higher Education Opportunity Act (HEOA) Textbook Provision.

i. ADA. Describe how your company ensures that a Virtual Course Materials Store meets the needs of disabled students.

6.6 **Textbook Affordability / Pricing Policies**

a. Describe your pricing policies for textbooks/course materials including new, used, rental, digital, etc. Describe in detail how your pricing policies for textbook/course materials will address the desire of the University to provide affordable textbooks/course materials to UMass Amherst Students. Include your pricing policies, business arrangement, and/or retail prices for the following:

• Inventory sourced from your warehouse, if your company has a warehouse
• Inventory sourced from the marketplace

b. Describe your shipping charges for shipping textbooks/course materials to UMass Amherst Students, including any free freight programs available.

6.7 **Virtual Course Materials Store On-Campus Location**

a. Describe your plans to provide an on-campus Virtual Course Materials Storefront/Kiosk, located in the hub of the UMass Amherst Campus Center/Student Union Complex. Include the following:

• Management plan for the Storefront/Kiosk
• Staffing plan
• Hours of operation

b. Provide the desired amount of square footage necessary to operate the on-campus Virtual Course Materials Storefront/Kiosk.
c. Capital Investment In The Storefront/Kiosk Facility. Describe your company’s capital investment in the Storefront/Kiosk facility. The capital investment in the facility shall be funded in its entirety by the contractor. There shall be no payback provision in the event of expiration, termination, or non-renewal of the contract.

d. For the Storefront/Kiosk, provide the full card flow diagram of credit card processing which must include any transmission of credit card information that would be required to flow over the UMass network. Provide a full description of how the Storefront/Kiosk will be set up to process credit cards for sales, refunds and buybacks.

6.8 Technology

a. Describe your plans for state-of-the-art technology (e.g., online adoption technology, technology for web based textbook/course materials, technology necessary to comply with the HEOA Textbook Provision, PCI compliance, etc.) to deliver the desired level of service. Provide details regarding the purchasing process and ease of purchasing on the Virtual Course Materials Store Web site.

b. Describe your plan to work with the University to implement the UMass Amherst Campus Card (UMass UCard) as a method of payment on the Virtual Course Materials Store Web site.

c. Web Site/E-Commerce Plans. Include a detailed description of your plans to offer the following:

- Online textbook ordering program
- Online textbook adoption program
- Online buyback program
- Registration integration program
- Compliance to the HEOA Textbook Provision (i.e., textbook ISBN number availability)
- Compliance to ADA

d. For the Virtual Course Materials Store and the Storefront/Kiosk, provide the current PCI Attestation of Compliance. This must be the contractor’s attestation of compliance from a qualified security assessor and not based on a self-assessment questionnaire. Alternatively, provide verification the payment application is listed on PCI Validated payment application list and/or the service provider listed on the Visa Global Registry of Service Providers.
6.9 **Tender Types**

   a. Describe the tender types you will accept at the UMass Amherst Virtual Course Materials Store.

6.10 **Financial Proposal**

   a. Financial Projections. Provide financial projections for the first three (3) years of operation of the UMass Amherst Virtual Course Materials Store. Projections must include the following:

      • Sales by Category/Department (new, used, rental, digital, etc.)
      • Total Sales

   b. Financial Return To UMass Amherst (Required Response). Describe the financial return that you will remit to UMass Amherst for the operation of the UMass Amherst Virtual Course Materials Store. The financial return shall consist of the following:

      • Fixed Fee Payment, plus
      • Commission Payment, plus
      • Additional financial incentives that you would like the University to consider (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, e-Readers, Miscellaneous/Other Financial Contributions, etc.)

   (Note: Contractors are required to submit a response to 6.10b. In addition, contractors are required to complete the Required Financial Bid Form-Attachment A.)

   c. Alternate Financial Proposal (Optional Response). In addition to submitting a response to 6.10b (Financial Return To UMass Amherst), contractors shall have the option to submit an Alternate Financial Proposal. The University will consider creative Alternate Financial Proposals.

   (Note: Contractors who are submitting an Alternate Financial Proposal are required to complete the Alternate Financial Bid Form-Attachment B.)

6.11 **Alternate Proposal (Optional Response)**

   a. Contractors are invited to provide, solely at their option, an Alternate Proposal for the provision of low cost/affordable textbook/course materials to UMass Students. The University will consider creative Alternate Proposals that meet its primary objectives of reducing costs to students and providing innovative solutions to textbook/course material provision.

(Note: Contractors who are submitting an Alternate Proposal are required to complete the Alternate Financial Bid Form- Attachment B.)

6.12 **Additional Information**

a. Provide the University with other information you feel is pertinent.

6.13 **Exceptions To RFP Specifications**

a. Identify any exceptions to the RFP that are included in your Proposal.

(Note: One of the University’s evaluation criteria outlined in Section 2.3 of this RFP is “Exceptions to RFP Specifications.”)

6.14 **Other UMass Campuses**

In the event that other UMass campuses are interested in similar services are you willing to extend the same Terms and Conditions to each campus? If so each campus would initiate a separate contract for services and be responsible for all requirements under the contract. Responses to this question will NOT be part of the evaluation criteria and will only serve to simplify other campuses access to the same terms and conditions that UMass Amherst obtains. Please check off the appropriate box on Attachment C and return the entire form with your proposal.

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SECTION 7: INVENTORY PURCHASE

7.1 **Inventory Purchase**

The selected contractor shall be required to purchase the University Store’s textbook/course materials inventory at cost from the current contractor or from the University. The selected contractor shall purchase the University Store’s textbook/course materials inventory as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the current contractor or the University (i.e., publisher’s invoice cost).
- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the University Store’s current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of February 2014).

7.2 **Inventory Payment**

The selected contractor shall pay the current contractor or the University for the University Store’s textbook/course materials inventory within thirty (30) days from the commencement of the contract.

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SECTION 8: CONTRACT TERMS & CONDITIONS

8.1 **Term**

a. The term (“Term”) of any contract that may result from this RFP (to be prepared by the University and signed by the University and the selected contractor) will begin July 1, 2014, and end June 30, 2019. The University shall have the option to renew the contract for an additional five year period.

8.2 **Termination**

a. The University may terminate the contract at any time by providing the contractor with one hundred-twenty (120) days written notice. This clause replaces Section 11A of the standard University contract for services (see RFP Section 8.4d).

b. The University may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor’s assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution. This clause replaces Section 11B of the standard University contract for services (see RFP Section 8.4d).

c. In the event the successful contractor fails to comply with any other obligation under the Agreement resulting from this RFP and is so notified in writing of such failure, the successful contractor shall correct such failure within fourteen (14) business days of such notice. If the failure to comply is of such a nature that it cannot be cured within said fourteen (14) day period, then the successful contractor shall not be deemed in default if it takes reasonable steps to cure the failure within said fourteen (14) day period and if said failure is cured within thirty (30) days after said notice. If the successful contractor does not cure the failure with said thirty (30) days, the University may terminate any contract resulting from this RFP with an additional thirty (30) days written notice and the contract shall thereupon terminate without further action by the successful contractor. The University shall be obligated only for those customary and usual services rendered and accepted prior to the effective date of termination, less any liquidated damages that may be assessed against the successful contractor for non performance. This clause replaces Section 11B of the standard University contract for services (see RFP Section 8.4d).
d. If the successful contractor fails to pay or deposit sums due to the University and does not make such payment or deposit within seven (7) business days after written notice from the University, the University may terminate any contract resulting from this RFP with fourteen (14) days notice in writing and the contract shall thereupon terminate without further action by the successful contractor.

e. In the event of any termination of any contract resulting from this RFP, for any reason whatsoever, the rights of the parties to a financial accounting shall survive such termination.

f. Neither party shall be liable to the other or be deemed to be in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

8.3 Contract Administrator

a. The University’s Executive Director of Auxiliary Enterprises, or designee, will be the Contract Administrator for any Agreement that results from this Request For Proposals. This individual will be the point of contact at UMass Amherst for day-to-day operations.

8.4 Assignment And Amendment Of Contract

a. The response to this RFP will be considered as the contractor’s offer to contract. Final negotiations on the offer that receives the highest evaluation by the University of Massachusetts Amherst will be conducted to resolve any minor differences and informalities that do not materially alter the offer. If the University cannot finalize acceptable terms with the highest ranked contractor they may discontinue negotiations and start new negotiations with the next highest ranked contractor and so on until a satisfactory agreement is reached.

b. The resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the Director of Procurement & Campus Services. If the contractor intends to subcontract any portion of the resulting contract, they must describe their process for selecting such subcontractor(s) and the quality control measures that the contractor will employ to ensure that any subcontractor complies with the provisions of the contractor’s contract with the University of Massachusetts Amherst.
c. No amendment to this contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

d. The resulting University of Massachusetts Amherst Award will incorporate the University of Massachusetts standard Contract Terms and Conditions, a sample copy of which can be viewed at: http://www.umass.edu/procurement/FillIn_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.

The University’s contract for services, this RFP, any addendum, the contractor’s response thereto, all additional agreements and stipulations, and the results of any final negotiations will constitute the final contract.

8.5 Compliance With All Laws

a. The contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Virtual Course Materials Store and the Virtual Course Materials Storefront/Kiosk.

8.6 Governing Laws

a. The successful contractor shall observe and obey all laws, ordinances, regulations, and rules of the Federal Government, the Commonwealth of Massachusetts, local municipalities, and the University of Massachusetts Amherst which may be applicable to its operation herein, and shall, at its own cost, obtain and maintain all permits and licenses necessary of and to its operation. The successful contractor confirms that it complies with the laws of the countries in which they do business.

b. The contract resulting from this RFP shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The successful contractor agrees to bring any federal or state legal proceedings arising under this contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

c. In accordance with Commonwealth of Massachusetts Executive Order No. 130 Anti-Boycott Covenant dated December 6, 1976, the successful contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the
Internal Revenue Code of 1986, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E, Massachusetts General Laws.

d. The successful contractor must comply with provisions of Executive Order 11246 as amended by Executive Order 11375 as supplemented by Department of Labor Regulation 41 CFR Part 60, the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor Regulation 29 CFR Part 3, the Bacon-Davis Act (40 USC 276a et. seq.), Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et. seq.) to the extent that they are applicable.

e. The successful contractor certifies that this Proposal is in full compliance with all applicable regulations and requirements of law, as set forth herein. The successful contractor further certifies under the pains and penalties of perjury that pursuant to M.G.L. c.62C s.49A the company has filed all state tax returns, paid all taxes, and complied with all laws of the Commonwealth relating to taxes; and that pursuant to M.G.L. c.151A, s.19A(b) has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker’s Compensation, c. 152. The successful contractor also represents that (s)he/it is qualified to perform the described service(s) and has obtained all requisite licenses and permits, as may be required, to perform those services.

f. The successful contractor shall comply with all laws and regulations relating to confidentiality and privacy as defined by M.G.L. c. 66A, including but not limited to any rules or regulations of the University.

8.7 Property And Equipment

a. All personal property, equipment, and devices placed on the premises by the successful contractor shall be removed on or before the expiration of the contract. If the successful contractor shall fail to remove its property, the University may, at its option, as agent of the successful contractor and at the successful contractor’s risk and expense, move, relocate, or remove said property. The University will have a lien on all property, equipment, and devices of the successful contractor on the University’s premises to the extent of all financial obligations owed to the University.

8.8 Data And Records

a. The successful contractor shall maintain books, records and other compilations of data pertaining to the requirements of the contract to the extent and in such detail as shall properly substantiate claims for payment
under the contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this contract. If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice to examine and copy, at reasonable expense, the books, records, and other compilations of data of the company which pertain to the provisions and requirements of this contract. Such access shall include on-site audits, review, and copying of records.

8.9 **Taxes and Licenses**

a. The successful contractor will obtain and maintain all licenses and permits necessary to operate and will comply with all applicable state and federal laws.

b. It shall be the responsibility of the successful contractor to comply with all applicable local, state, and federal requirements regarding taxes and license fees.

8.10 **Data Protection Controls**

a. Data Security And Breach Notification. The contractor shall protect data and information provided by the University to the contractor (“University data”) to commercially acceptable standards and no less rigorously than it protects its own confidential information.

The contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of University data.

The contractor will not provide any University data to any Sub-contractor or agent without the prior express written permission of the University or as otherwise provided under the agreement.

Contractor returns University data, and does not retain a copy, to the University upon termination, cancellation, expiration, or other conclusion of the agreement, unless the University requests that the data be destroyed.

The contractor shall retain any University data only as long as needed for the specified purposed and to securely dispose of any University data when there is no longer a business need to retain that data.
The contractor agrees to notify the University immediately if any breach of the security, confidentiality, or integrity of University data occurs; assist the University in any subsequent investigation and notification processes; and to otherwise comply with all applicable Massachusetts and federal laws and regulations regarding data security and breach notifications, such as M.G.L. c. 93H and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

b. PCI-DSS (Payment Card Industry-Data Security Standard). Service Providers and third party providers and the “UMASS merchant” represent and warrant to the other party that it is Payment Card Industry Data Security Standard (PCI-DSS) compliant and shall remain compliant during the term of the agreement. In the case of a third party application, the application will be listed as PA DSS compliant at the time of implementation by the University. In either situation, should either party become non-compliant during the term, the non-compliant party shall promptly notify the other party of its non-compliance status. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI DSS in the performance of their individual and mutual responsibilities under this Agreement.

Service Providers must be listed on the Visa Global List of PCI DSS Validated Service Providers. Third party applications must be listed on the PCI Security Standards Council List of Validated Payment Applications (PA-DSS). Should the Service Provider or Third Party Application not be listed, a letter from a Qualified Security Assessor stating compliance must be submitted.

8.11 **Insurance Requirements**

a. The successful contractor, in its own name as insured, shall secure and pay the premium or premiums on policies of insurance for the following minimum amounts of coverage:

- Commercial General Liability - $2,000,000 per occurrence; $4,000,000 aggregate limit. Coverage limits should include bodily injury and property damage. The University of Massachusetts shall be named insured on a contractor’s liability endorsement with respect to this contract.

- Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars ($1,000,000) per accident

- Workers’ Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence.
b. Each policy or policies shall cover all of the successful contractor’s operation hereunder; it is not thereby the intent of the above listing to limit the types of insurance required herein.

c. Acceptable Insurance Carriers. All insurance maintained by the contractor pursuant to the contract shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the contractor must have a Best’s Rating of not less than A- and be reasonably acceptable to the University.

d. University As Beneficiary And Additional Insured. All insurance maintained by the contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University’s own insurance shall be non-contributing. The contractor shall provide the University, in the manner specified by the section entitled Notice in the contract, written evidence of insurance from the insurer within ten (10) business days after written notification of the award of the bid and prior to the execution of the Contract and annually when the policy is renewed. The contractor’s General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the contract, shall include or be endorsed to include the Commonwealth, the University, the University of Massachusetts Building Authority, Global Spectrum and the Trustees, Officers, servants, employees, as an additional insured. Additional insured status must be evidenced on the certificate of insurance.

e. Notice Of Coverage Changes. The contractor agrees that thirty (30) days prior to any cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the contract’s minimum insurance requirements, said contractor or its designee will notify the University in the manner specified by the section entitled Notice in the contract. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

f. Subcontractors. The contractor shall cause its subcontractors to meet the same insurance obligations that are required of the contractor and set forth herein.
g. Compliance. Failure to deliver such certificate shall nullify the bid award at the option of the University. The contractor’s and/or the contractor’s subcontractor’s failure to provide or to continue in full force and effect the insurance required herein shall be a material breach of the contract and may, at the sole determination of the University, result in termination of the contract for cause.

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ATTACHMENTS

- Required Financial Bid Form - Attachment A
- Alternate Financial Bid Form - Optional Proposal - Attachment B
- Use By Other UMass Campuses – Attachment C
ATTACHMENT A
VIRTUAL COURSE MATERIALS STORE
REQUIRED FINANCIAL BID FORM

(Note: Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

1. FIXED FEE PAYMENT:
   
   Year 1 ($) ______________________
   Year 2 ($) ______________________
   Year 3 ($) ______________________
   Year 4 ($) ______________________
   Year 5 ($) ______________________

2. COMMISSION AS A PERCENT OF SALES:
   
   Year 1 (%) ______________________
   Year 2 (%) ______________________
   Year 3 (%) ______________________
   Year 4 (%) ______________________
   Year 5 (%) ______________________

   (Note: The Contractor shall pay the University the Fixed Fee Payment plus the Commission As A Percent Of Sales.)

3. FACILITY INVESTMENT:
   
   ________________________________

   (Note: There will be no payback provision in the event of expiration, termination, or non-renewal of the contract.)
4. ADDITIONAL FINANCIAL INCENTIVES (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, Miscellaneous/Other Financial Contributions, etc.):

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PROPOSAL SUBMITTED BY:

Company: ________________________________

Authorized Signature: __________________________

Signer's Printed Name: __________________________

Title: __________________________

Date: __________________________
ATTACHMENT B
OPTIONAL PROPOSAL
ALTERNATE FINANCIAL BID FORM (Optional)

Contractors who are submitting an Alternate Financial Proposal (section 6.10.c) and/or contractors submitting an Alternate Proposal (Section 6.11) are required to complete this Alternate Financial Bid Form.

DESCRIBE ALTERNATE FINANCIAL PROPOSAL:

PROPOSAL SUBMITTED BY:

Company: __________________________

Authorized Signature: __________________________

Signer's Printed Name: __________________________

Title: __________________________

Date: __________________________
In the event that other UMass campuses are interested in similar services are you willing to extend the same Terms and Conditions to each campus? If so each campus would initiate a separate contract for services and be responsible for all requirements under the contract. Responses to this question will NOT be part of the evaluation criteria and will only serve to simplify other campuses access to the same terms and conditions that UMass Amherst obtains. Contractors who are interested in extending the terms & conditions of their proposal to other UMass Campuses should check off the box below and submit this form with their proposal.

You do not need to return the form if you are not interested in extending the terms and conditions to other UMass Campuses.

☐ Yes we are willing to extend all terms and conditions to other campuses

SUBMITTED BY:

Company: ___________________________

Authorized Signature: ___________________________

Signer's Printed Name: ___________________________

Title: ___________________________

Date: ___________________________