

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	19
2. Amendment/Modification Number GF-2012-R-0040-001		3. Effective Date July 23, 2012	4. Requisition/Purchase Request No.		5. Solicitation Caption Bookstore Management Services
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008			Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. GF-2012-R-0040	
				9B. Dated (See Item 11) June 19, 2012	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2012-R-0040 for Bookstore Management Services is hereby amended as follows:					
1) Pre-Proposal Conference Sign-in Sheet (Attachment A).					
2) Delete Section I.7 - Insurance in its entirety and replace with revised Section I.7 (Attachment B).					
3) Delete Attachment J.10 Financial Bid Form in its entirety and replace with revised Attachment J.10 (Attachment C).					
4) Questions and Answers (Attachment D).					
5) Add paragraph below in Section C.3.11.a - Facility Investment: "The Offeror's Facility Investment as described in Section C.3.11 of the solicitation, along with Offeror's response to Section L.3.4.2 and the Financial Bid Form, shall include fixtures in the current Bookstore facilities in the Main Bookstore and the UDC-CC Bookstore".					
6) An oral presentation will be required for this project in accordance with Section L.22 of the solicitation.					
7) The proposal submission date is hereby extended to August 3, 2012, 2:00 pm Eastern Standard Time.					
8) All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Sherry Jones-Quashie		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia <i>Sherry Jones-Quashie</i>		16C. Date Signed 7/23/12
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

Attachment A
Pre-Proposal Conference
Sign-in Sheet

SOLICITATION NO.: GF-2012-R-0040

Bookstore Management Services
Tuesday, July 10, 2012 - 11:00 AM - Building 39, Third Floor, Board Room
PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

PLEASE PRINT

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	JANET C. CONCEPCION	VPC	(202) 274-6914	janet.concepcion@dc.gov
2	Tom Burns	CBC	413-525-7195	burnt@cbcconsult.com
3	Mike McEneaney	Follett	630-976-3699	mmceaney@follett.com
4	Randy Wiersma	NEZBO / NEBRASKA BOOK	919-815-7918	rwiersma@nebo.com
5	Shawna Brew	WDC	202 274 5777	sbrew@wdc.edu
6	GEN SLOGGINS	BVN COLLEGE	917-715-9233	jsloggins@bvncollege.com
7				
8				
9				
10				
11				
12				
13				
14				
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Attachment B
Revised Insurance Coverage

**ATTACHMENT B
REVISED INSURANCE COVERAGE**

I.7 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$5,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

3. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

4. Crime Insurance. The Contractor shall provide crime insurance as follows: \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act, including the District of Columbia as additional insured.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ms. Sherry Jones-Quashie
Capital Procurement Division
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 38, Room C04
Washington, DC 20008
sjones-quashie@udc.edu
Tel: (202) 274-5752

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the University for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

The Certificate of Insurance must contain language that includes:

- 1) University of the District of Columbia, Capital Procurement Division for bookstore management services
- 2) Additional insured endorsement naming the University of the District of Columbia as additional insured with respect to work or services performed under the contract.
- 3) Primary and Noncontributory Coverage –
 - a) A Contractor's insurance policy shall be primary and noncontributory; and
 - b) No other insurance from any other entity shall apply before the Contractor's insurance coverage and limits of liability are exhausted"
- 4) Waiver of Subrogation Endorsement
The policy shall contain a waiver of subrogation endorsement in favor of the University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers' Compensation and Professional Liability.

Attachment C
Revised Financial Bid Form

**ATTACHMENT J.10
FINANCIAL BID FORM**

1. COMMISSION AS A PERCENT OF SALES:

Year 1 (%) _____

Year 2 (%) _____

Year 3 (%) _____

Year 4 (%) _____

Year 5 (%) _____

Year 6 (%) _____

Year 7 (%) _____

Year 8 (%) _____

Year 9 (%) _____

Year 10 (%) _____

2. MINIMUM ANNUAL GUARANTEE:

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

Year 6 (\$) _____

Year 7 (\$) _____

Year 8 (\$) _____

Year 9 (\$) _____

Year 10 (\$) _____

3. ADDITIONAL FINANCIAL INCENTIVES:

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

Year 6 (\$) _____

Year 7 (\$) _____

Year 8 (\$) _____

Year 9 (\$) _____

Year 10 (\$) _____

4. FACILITY INVESTMENT:

(Depreciated Over Eight Years)

(NOTE: Provide a detailed line item description of your Facility Investment.)

Total
Investment _____

5. TECHNOLOGY INVESTMENT:

(NOTE: Provide a detailed line item description of your Technology Investment.)

Total
Investment _____

PROPOSAL SUBMITTED

BY:

Company _____

Authorized Signature _____

Signer's Printed Name _____

Title _____

Date _____

Attachment D

Questions and Answers

GF-2012-R-0040
BOOKSTORE MANAGEMENT SERVICES
ATTACHMENT D
QUESTIONS & ANSWERS

- 1) **QUESTION – Page 4, Section C.2.2 - Current Operation – Please provide the bookstore sales for the past two fiscal years and this year-to-date by location (UDC & UDC-CC) and product category as is required with the monthly commission payments (new text; used text; text rentals; digital; trade; supplies; computer hardware; computer software; clothing; convenience; gifts; graduation products; HBA; etc.)**

ANSWER – See Attachment J.9.5 of the solicitation for the bookstore sales for past years. See Exhibit A of this Amendment for the year to date sales by location.

- 2) **QUESTION - Please provide CADDs for the current and newly assigned (New Student Center) UDC bookstore space and for the UDC-CC bookstore to assist vendors in determining the necessary capital investment needed.**

ANSWER – See Exhibit B of this Amendment for the New Bookstore Space Floor Plan. CADD files and more detailed design information will be provided to the selected vendor. For the purpose of this solicitation, all vendors should plan for occupying a “warm – white – shell” approximately 9,381 square feet in size. All financial investment assumptions should plan for assisting the University in “fitting-out” the space. The space identified by the provided floor plans will consist of a concrete floor, gypsum board perimeter walls, an operating HVAC system and suspended light fixtures.

- 3) **QUESTION - Are bonds being used to support the New Student Center facility? If yes, does 97-13 apply contractually?**

ANSWER – Payment and performance bonds have been obtained for the Construction of the New Student Center. The University does not understand the remainder of this question.

- 4) **QUESTION – Page 5, Section C.3.1.k - Fixtures – Does the University own the current fixtures within both bookstores. If not, what is the unamortized value?**

ANSWER – The University does not own moveable fixtures. The unamortized value of moveable fixtures is not currently available.

- 5) **QUESTION - When were the bookstores last renovated?**

ANSWER – The UDC Bookstore was renovated in August 2010 and the UDC-CC Bookstore was designed and constructed in August 2010.

- 6) **QUESTION – Page 10, Section C.3.8 - Tenders – UDC Book Vouchers / SFA – What program does the University use for processing the book vouchers and student financial aid?**

ANSWER – The University processes financial aid and student book vouchers with the Banner system. Book vouchers forms are issued to students who qualify and are only utilizing in the University Bookstore.

- 7) **QUESTION - Does UDC-CC use the same program?**

ANSWER – UDC-CC utilizes the same process to issue student book vouchers.

- 8) **QUESTION - On UDC Campus Card, what program does the University use for processing the Campus Card?**

ANSWER – The Campus Card, or UDC ID, is issued via its Public Safety Office and the ID has been utilized for identification and for various auxiliary services. The University is currently assessing the expansion of the Card's program.

- 9) **QUESTION – Page 19, Section F.2.2 – Contract Term – Will the University consider alternate proposed contract terms?**

ANSWER – No.

- 10) **QUESTION – Page 21, Section G.1 – Payments - Please provide details of the current financial agreement in place (commissions; guarantee; donations; scholarships; capital investment; etc.)**

ANSWER – Current agreement states that:

- a) The Contractor shall pay the University as “Use Fee” or “Commission” a sum of \$37,500.00 per quarter (total of \$150,000.00 per year);
- b) The Contractor provides \$3,000.00 annually in textbook scholarships in the form of gift cards or as an account receivable account; and
- c) The Contractor shall spend up to a total of \$50,000 to improve current bookstore and \$440,000 in the proposed new 10,000 square foot bookstore space at the New Student Center.

- 11) **QUESTION – Pages 24 – 28, Sections H.1; H.2; H.5; H.8; H.9 - Special Contract Requirements – Is the current bookstore provider abiding by these requirements?**

ANSWER – These contract requirements were not included in the current bookstore agreement.

- 12) **QUESTION - Is a third party operator required to follow these requirements since the commission payments are being paid to UDC and not the District of Columbia?**

ANSWER – Yes.

- 13) **QUESTION – Page 28, Section H.9 - Personnel – Please clarify what is meant by “key personnel”.**

ANSWER – Key Personnel refers to the proposed manager listed in Section L.3.3.2.

- 14) **QUESTION – Page 40, Section J.3; J.4 - Attachment Links- The links noted within the RFP for J.3 and J.4 do not open. An ‘error’ message is displayed for both. Please provide the correct linkage.**

ANSWER – For Attachment J.3 – EEO Information report, click:

http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf

For Attachment J.4 – DOES First Source Employment Agreement, click:

<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/First+Source+Employment+Agreement>

- 15) **QUESTION - Please provide the enrollment for the past two years and projected enrollment for the next two years for UDC and UCD-CC.**

ANSWER – Within the University System, the annual enrollment is based on each Fall semester headcount. The enrollment for 2010 was 5,855 and for 2011 was 5,286. The projected enrollment for 2012 is 5,221 and the data is unavailable for 2013.

- 16) **QUESTION – Are plans to be provided for new space?**

Answer – See Response to Question #2.

- 17) **QUESTION – What is the enrollment growth projection?**

Answer – According to the University Campus Master Plan, the projected enrollment is 10,000 by year 2020. To view the Final Campus Master Plan, click http://www.udc.edu/docs/facilities/UDC_FINAL_Campus_Plan.pdf

- 18) **QUESTION – Will you provide sales history by location or department for three years of services?**

Answer – See Attachment J.9.5 of the solicitation.

- 19) **QUESTION – What is the square footage of UCC-CC store?**

Answer – See Attachment J.9.4 of the solicitation.

- 20) **QUESTION – Will the new bookstore be accessible from Connecticut Avenue to encourage community shopping?**

Answer – Yes, the new bookstore space will be accessible from Connecticut Avenue via New Student Center.

- 21) **QUESTION – Section 2.2 – Please provide details regarding the new retail bookstore space being proposed for the campus including Auto CAD drawings of the space. These drawings will also be used to accurately budget investment and create initial store plans for your review as part of the proposal submission.**

Answer – See Response to Question #2.

Exhibit A
Bookstore Sales
Year-to-Date

**EXHIBIT A
BOOKSTORE SALES
JANUARY – JUNE, 2012**

Department	UDC	UDC-CC
Used Textbooks	50,962	44,271
New Textbooks	213,962	465,605
Trade	34,010	15,982
Supplies	37,516	20,745
Clothing	18,454	13,010
Gifts	6,765	2,806
Miscellaneous	102,717	59,080
Rings/Computer	55,542	71,743
Sales-Rentals	17,840	15,260
Sales-Rental Disp.	2,338	1,161
Digital Text	683	311
TOTAL	540,791	709,974

Exhibit B
New Bookstore Space
Floor Plan



UNIVERSITY OF
DISTRICT OF
COLUMBIA
1857

NEW STUDENT CENTER

CANNONDESIGN

1700 Massachusetts Avenue
Washington, DC 20036
Tel: 202-338-5000
Fax: 202-338-5001
www.cannondesign.com

ARCHITECTS OF RECORD
1700 Massachusetts Avenue
Washington, DC 20036
Tel: 202-338-5000
Fax: 202-338-5001
www.cannondesign.com

Marshall Moya Design

1700 Massachusetts Avenue
Washington, DC 20036
Tel: 202-338-5000
Fax: 202-338-5001
www.cannondesign.com

LEE AND JOHNSON
1700 Massachusetts Avenue
Washington, DC 20036
Tel: 202-338-5000
Fax: 202-338-5001
www.cannondesign.com

REILLY CONSULTING, INC.
1700 Massachusetts Avenue
Washington, DC 20036
Tel: 202-338-5000
Fax: 202-338-5001
www.cannondesign.com

REITZEL CONSULTING, INC.
1700 Massachusetts Avenue
Washington, DC 20036
Tel: 202-338-5000
Fax: 202-338-5001
www.cannondesign.com

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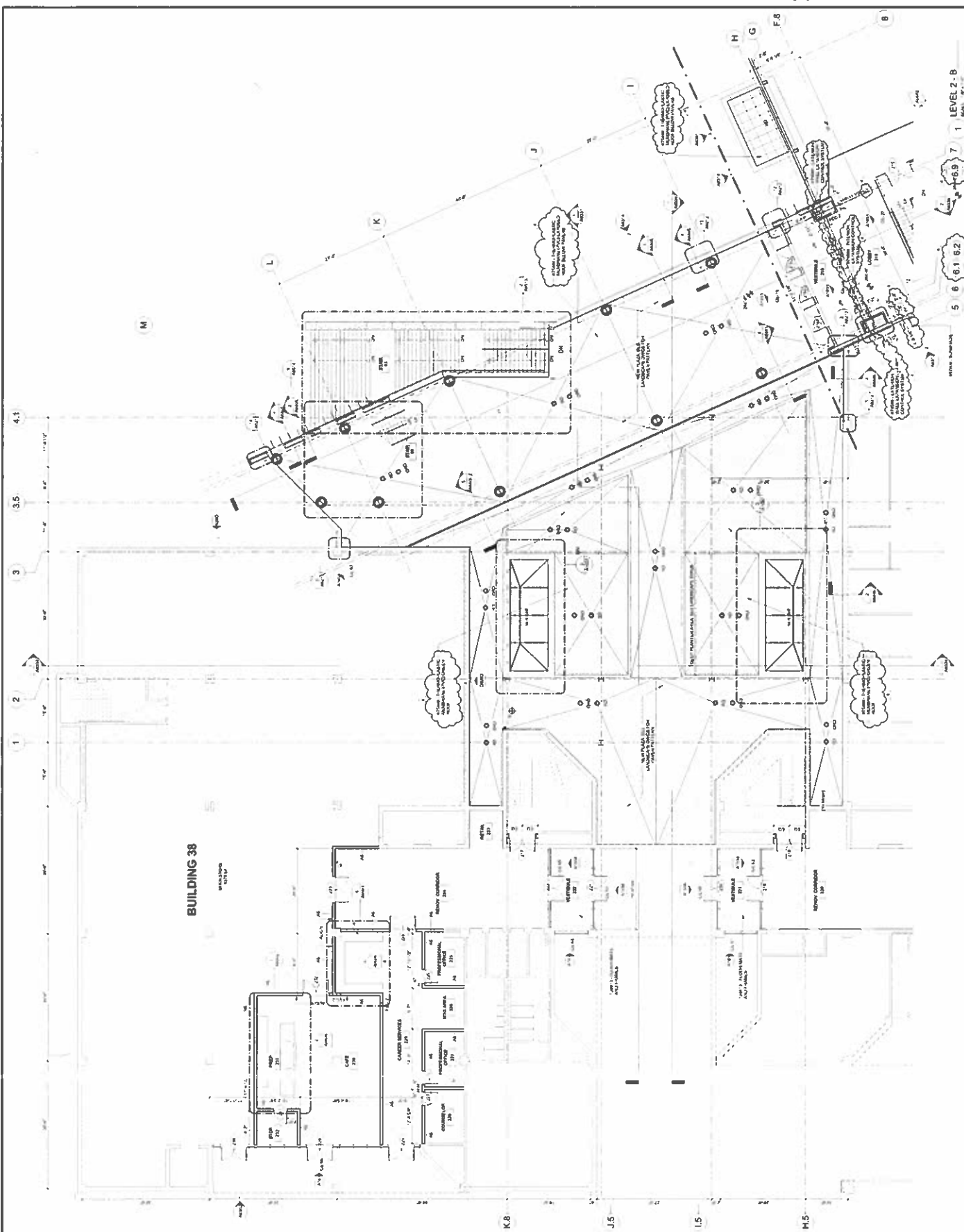
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LEVEL 2 FLOOR PLAN - AREA B

A0102.B



PHASE V COMPLIANCE DOCUMENTS / ISSUED 05 - 16 - 2012

Small text at the bottom of the page, likely containing project information, revision history, and contact details for the design team.