

# University of North Alabama

*Request for Proposal*

**RFP2010-10**

*Operation of*  
**ON-CAMPUS  
BOOKSTORE**

**Released: January 15, 2010**

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms in order to establish a contract through competitive negotiation for providing Bookstore Management Services for students, faculty and staff of The University of North Alabama, hereinafter referred to as the “University”.

## II. BACKGROUND

- A. The University occupies over 200 acres in a residential section of Florence, Alabama. Florence is located just north of the Tennessee River and is the largest city in a four-city area that includes Tusculmbia, Sheffield and Muscle Shoals. The entire metropolitan area has a combined population of approximately 150,000 people. The University of North Alabama, established in 1830 as LaGrange College, became in 1872 the first state-supported teachers’ college south of the Ohio River and one of the first coed colleges in the nation. The University of North Alabama has developed into a comprehensive regional university providing quality educational opportunities for students, with over 60 majors in four colleges—arts and sciences, business, education, and nursing and allied health.
- B. The University has approximately 750 employees and a current enrollment of more than 7,200 full and part time students. Enrollment has increased by more than 10% over the least 5 years. Continuous improvements and expansions of academic programs, a safe small campus environment, excellent student-teacher ratios and the economically reasonable cost of living all create a platform for growth explosion.
- C. Barnes and Nobles holds the current on-campus contract. The store is located on the main floor of the Guillot Center occupying approximately 3500sqft of retail space, 500sqft of office space and 1000sqft of storage space. While excellent sales growth has been realized, this location and store footprint have not changed in over twenty-five (25) years and do not reflect the size store the University feels is necessary to support the growth and other enhancements that have occurred, and will continue to occur, on campus. Space options will be discussed at the Pre-Bid Conference.
- D. University expansion will afford available space for a new on-campus bookstore that will exceed 7,000sqft. The general purpose of the entire first & second floors will be commerce. Located at the campus entrance it will be positioned to receive all incoming guests, service the downtown traffic of Florence and provide a gathering place for students. ***More information and Blueprints will be available at the Pre-Bid conference and copies will be provided upon request.*** Future expansion plans may provide opportunity for additional merchandise space; the purpose and use of the new sites will be independent of this contract.

## III. GENERAL INFORMATION AND PROPOSAL REQUIREMENTS

### A. Program Objectives

The University is seeking a qualified contractor to furnish management, labor, equipment, goods and supplies necessary to manage and operate a professional Bookstore that will provide the highest caliber of services to the University community. The University’s overall goal in soliciting a Contractor to provide Bookstore management services is to enhance and improve upon the level of financial effectiveness, services and satisfaction currently being provided on campus. It is essential that the Bookstore be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff. Products, prices, and services must promote confidence that the University community is obtaining the best possible combination of quality, customer service and price.

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**B. Scope of Work**

1. During the term of the Contract between the University and the Contractor, the Contractor shall operate the University Bookstore, in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
2. Contractor shall provide the University with the services usually expected of a top quality University bookstore.

**C. Term**

The Contract shall commence on May 1, 2010 and continue for a period of five (5) years ending April 30, 2015. If it is deemed to be of mutual benefit to both parties, the University and the Contractor can mutually agree to renew the Contract annually for up to a total of ten (10) years without a requirement of a competitive solicitation. If evidence is available of financial benefit for doing so, the University may commit to a full ten (10) year agreement at bid award.

**D. Proposal Preparation and Submission**

1. Prospective Contractors are instructed to deliver 1 original (marked as such) and 3 complete copies of the proposal (only one Disclosure Statement is required), enclosed in one sealed box or other package, in a manner that assures receipt by 2:00PM CST March 17, 2010. Packages must be sealed and designate prominently the proposal number: **"RFP 2010-10."**

**Mailing Address: University of North Alabama  
Office of Procurement RFP 2010-10  
UNA Box 5025  
615 N Pine St  
Florence, AL 35632-0001**

All proposals must be received in the Office of Procurement, Room 21 of Bibb Graves, by the 2:00PM CST deadline. There will be a formal opening at that time of all received proposals. It is the Contractors' responsibility to ensure timely delivery of proposal; any proposal received after the bid closing time will not be accepted but returned unopened to the bidder.

2. Proposals may be withdrawn or amended at any time prior to the closing date and time.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. The University shall not be liable for any costs incurred in the preparation and presentation of proposals.
4. Each copy of the proposal should be bound or contained in a single volume where practical.
5. Ownership of all data, materials and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Alabama Freedom of Information Act. Trade secrets or proprietary information submitted by the Contractor shall not be subject to public disclosure under the Alabama Freedom of Information Act. Any confidential or proprietary data must be clearly marked as such.
6. Verbal communication shall have no force or effect on terms, conditions, and specifications as outlined in this RFP. The Pre-Bid Conference is scheduled to explain campus expansions and answer and questions about the RFP process. RFP change requests may be submitted in writing no later than February 17, 2010. Any approved changes will be communicated via an amended RFP.

7. Only one Disclosure Statement is required and must be complete, signed and notarized.

E. Award

1. Award will be made to the Contractor who is determined by the University to best meet the needs and objectives of the University community. Contractors are encouraged to propose new and innovative ideas regarding the expansion and enhancement of a new store. The University reserves the right to reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Contractor proposing the highest commission return according to its own judgment of its best interest.
2. In awarding the Contract, the University will consider a number of factors in combination in evaluating the proposals submitted. These factors will include the following which are not listed in order of importance:
  - a. Contractor's record of performance and service in higher education bookstore operations.
  - b. Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provision.
  - c. Contractor's response to University's objectives.
  - d. Contractor's pricing and refund policies.
  - e. Service aspects of Contractor's proposal.
  - f. Commission return to the University.
  - g. Customer relations in existing Contractor operated bookstores.
  - h. Personnel aspects of Contractor's proposal.
  - i. Contractor's ability to render satisfactory service in this instance.
  - j. Review of recommendations with respect to Contractor's bookstore operations at other similar universities and colleges.
  - k. Extent of Contractor's size, credit standing, financial record, stability, and management.
3. Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University and/or be invited to meet with University officials for clarification and questions. The University will schedule the time and location for these presentations. Oral presentations are an option of the University and may or may not be conducted.
4. After proposals have been reviewed, visits may be made to selected institutions under contract with Contractors to assist the University in its choice of Contractor.
5. Additional information may be requested while bids and proposals are under consideration.
6. The successful Contractor will be notified of the award in writing.

F. Schedule

Release of RFP	<b>January 15, 2010</b>
Pre-BID Conference	<b>February 2, 2010 / 2:00PM CST (GUC RM200) (Open Question &amp; Answer Session)</b>
Addendum Completion	<b>February 17, 2010</b>
Proposal Opening	<b>March 18, 2010 / 2:00PM CST (Procurement Office)</b>
Award	<b>April 15, 2010</b>

**\*\*Please Note\*\*** this schedule is subject to change. In the event that the schedule does change, all bidders will be notified by addendum, which will become part of the Request for Proposal.

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#### IV. SPECIFIC REQUIREMENTS

##### A. Company History / Qualifications

1. The Contractor shall be knowledgeable about changing college and university bookstore trends, new technologies, legislation, new marketing ideas, new merchandise items, and changes evolving throughout the general bookstore industry. The Contractor shall incorporate programs of action in response to these changes and trends into the University Bookstore operation and services, as deemed applicable to the college and university bookstore market segment.
2. A detailed description of the Contractor's background, experience, and qualifications to operate a university bookstore. The Contractor must provide a list of three college/university references where the Contractor has operated for a minimum of five (5) years, or is currently operating a bookstore, preferably similar in student body size to the University of North Alabama. References must include name and address of facility, full time student enrollment, dates of service, and contact person's (with authority over bookstore operations) name, telephone number, and email.

##### B. Textbook, Reference & Trade-book Offerings:

1. The Contractor shall stock in sufficient quantity, display, and offer for sale:
  - a. All required, recommended, and suggested text and course books, whether new or used, in editions specified by the faculty or other designated departmental representatives;
  - b. Other educational materials and supplies used by the University's students;
  - c. An adequate opportunity for e-textbook purchases, as required.
2. In its provision of books, supplies, and materials, the Contractor will prepare (in a form acceptable to the University) and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester. The University will make reasonable efforts to see that each Contractor's bookstore management is given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered.
3. The Contractor shall provide timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Contractor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Contractor shall make every reasonable effort to supply items requested even when requests are not timely.
4. The Contractor shall make every possible effort to increase used book sales at the University by retaining used books purchased at the University, if required for the following semester, and by purchasing or acquiring used books from other bookstores and companies if necessary.
5. The Contractor shall provide for sales of textbooks and other educational materials required for off-campus courses at off-campus instructional centers, if so requested by the University.
6. A description of the Contractor's plan to assist the University with the compliance requirements of the HEO Act of 2010 and AL Code 16-36-50, as it may be applicable to the operations of the Bookstore.
7. The Contractor shall maintain a high quality reference inventory that is current, relative, and supportive of the curriculum and interests of the faculty, students, and staff of the University. The

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Contractor must be responsive to advice relative to the stocking of reference books suggested by the University faculty members and/or researchers.

8. Provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University of North Alabama.
9. The Contractor shall promote book signings and other academic and scholarly events as appropriate.

C. Marketing & Promotions:

1. The Contractor shall develop a yearly Marketing Plan in conjunction with and approved by University Executive Council. The Contractor shall bear all costs associated with the design, development, and printing of promotions, brochures, banners, newsletters, advertisements, and other materials.
2. The Contractor shall provide special promotions frequently throughout each year of the contract, and will be expected to support New Student Orientation, Athletic Game Days, and other on-campus events and programs.
3. The Contractor shall provide in the Proposal examples of the promotions that may be provided during the academic year.
4. The Contractor shall submit to the Office of University Advancement for its prior approval, all advertising to be done off the University's campus or in other than University media. The Contractor shall withdraw any advertising from any location or media if the University should request that such advertising be withdrawn.

D. Website / Online Sales:

1. The Contractor shall develop a dynamic and professional website which allows for online purchases. The proposal should contain examples of website capabilities and options.
2. The website must allow students the option of purchasing textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with the University of North Alabama receiving credit for the sale. The website should also be used as a means to market University of North Alabama-licensed merchandise to students, alumni, parents, prospective students, and others.

E. Merchandising:

1. The Contractor shall offer a selection of "soft goods", such as school and office supplies, University emblematic apparel, memorabilia, spirit items, computer supplies and software, art supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.
2. The Contractor shall have exclusive rights to operate the full service Bookstore located on the campus of the University, offering all goods and services normally found in University bookstores and any such additional services as may be required by the University during the term of the contract. The University shall grant the Contractor the right to sell University licensed products.

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3. The University reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which the University considers offensive or inappropriate.
  4. The Contractor is expected to uphold the University's strong commitment to social responsibility.
  5. The Contractor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by the University.
  6. The University reserves the right to market unique Athletic, Alumni, University or UNA Foundation apparel or other special interest type apparel or items (such as student group T-shirts) not offered by the bookstore or at events not supported by the Contractor, or in future facilities not currently in existence.

F. Personnel:

1. Training. The Contractor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure that ongoing staff developmental needs are met.
2. Adequacy. Contractor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Contractor, whom shall be solely responsible for the payment of their wages and benefits.
3. Current Employees. Current Bookstore employees are to be afforded the greatest level of personal and professional courtesy possible. All current employees working in the University Bookstore in good standing should be interviewed and considered by the Contractor for continued employment.
4. Student Part-Time Employees. The Contractor is encouraged to employ University of North Alabama students, when possible. Student employees of the Contractor are not to be paid less than the Federal minimum wage.
5. Employee Policies. Contractor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore must be available for review by the University.
6. Equal Opportunity and Affirmative Action. The University is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
7. Managers. The Bookstore Manager and Departmental Managers assigned to the Bookstore by the Contractor must be approved by the University Vice President of Business and Financial Affairs. Subsequent changes in these assignments are to be made by the Contractor only after prior consultation with, and approval of the University Vice President of Business and Financial Affairs. The person selected by the Contractor to manage the Bookstore is to have extensive experience in the management of bookstore service in a University community. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with University students, faculty and staff.



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8. Manager Replacement. The University reserves the right to request replacement of the Bookstore Manager for good cause as determined by the University, or for actions considered to be not in the best interests of the University. Such actions will be taken only after consultation with Contract Administrators.
  9. Conduct. Contractor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the University.

G. Customer Service & Communications:

1. In order to determine that superior customer service is being provided to the University, a method to assess customer service shall be agreed upon by the University and the Contractor.
2. It is understood that the University reserves the right to establish a Bookstore Advisory Committee. The Contractor's bookstore manager shall meet regularly with the Bookstore Advisory Committee, and with University officials to review bookstore operations. Further, the Contractor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with University officials, in the development and improvement of the Bookstore's program, services and policies. The Contractor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from University officials for the improvement of the Bookstore's program, services and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with Deans, Chairpersons, and other faculty members.

H. Technology:

1. Systems and procedures proposed for use in the following Bookstore functions or areas:
  - a. Textbook and course materials management
  - b. Merchandise management
  - c. Student financial aid
  - d. Debit Card / UNA Mane Card
  - e. General / trade book management
2. The Contractor should provide automated point of sale (POS) system for recording, verifying, and reporting sales, and appropriate safety or risk precautions should be taken to ensure no loss of data. A Cbord debit card reader will be required to transact sales from the University Debit Card, or Mane Card.
3. Contractor must be able to fully integrate their online system with UNA's online SIS system (currently, SunGardHE's Self-Service Banner). This includes, but is not limited to, the ability to securely accept file(s) containing enrollment information from UNA in accordance with the HEO Act of 2010. Also, the contractor must possess the ability to accept an XML file containing course information via an HTML link from inside UNA's online SIS system. Contractor must provide, online, all other needed data and technology to individuals to comply with the HEO Act of 2010.

I. Bookstore Policies:

1. Operating Schedule. The Contractor will be required to operate the Bookstore in the existing University Bookstore located in **the Guillot Center, or other approved location**, on a 12-month basis, based on the University's academic calendar. The University reserves the right, upon consultation with the Contractor, to establish or change the service hours, plans or other methods of operation of the Bookstore.

2. The Contractor shall operate according to the following pricing policies:
  - a. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
  - b. A Textbook Pricing Policy must be created by the Contractor and approved by the University Vice President of Business and Financial Affairs.
  - c. All other merchandise shall be marked up to reflect a normal gross profit margin for the University bookstore industry or as pre-priced.
3. The University may request and shall receive from the Contractor proof that the above pricing policies are being followed. Information shall be provided by the Contractor at the earliest possible time following its receipt of the University's request.
4. In exceptional cases only involving changes in university and college bookstore market conditions that are outside of the Contractor's control, the Contractor may request a mutual review and decision with respect to pricing policies at any time during the year. The University shall determine the effective date of any such changes in policies.
5. The Contractor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, American Express, UNA Mane Card, and a University Purchase Order. The Contractor shall also provide for charge sales to the University where appropriate on its own accounts. The Contractor shall accept personal checks from students, faculty and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
6. The Contractor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, and discounts. The Contractor shall provide a refund policy that is developed with students' welfare in mind to encourage repeat business.
7. The Contractor shall purchase used books from the students, faculty and others at the University based on a schedule that is practical and convenient to both the Bookstore and the University community according to the following policy:
  - a. If the Contractor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
  - b. If the Contractor does not have information as to the future use of a book or if the book will not be used a following semester, or will shortly be replaced by a revision announced by the publisher, the Contractor shall pay the price listed for the book in a textbook guide which the University and the Contractor agree to use for this purpose.
8. The Contractor shall operate the Bookstore on a schedule that accommodates the academic calendar of the University community. As a minimum, operating hours are to be from Monday through Saturday 7:30AM to 5:30PM, Other operating hours may be requested by the University to accommodate special events and, under such circumstances; the Contractor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above shall be approved by the University.

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9. The Contractor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty and staff of the University for authorized sales of office and school supplies sold in the Bookstore. These sales shall not be considered a part of gross sales.
  10. The Contractor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the University should reasonably request and, if the University should so request, shall cooperate with the University in the University's prosecution of such individuals. The Contractor shall not have University students arrested by public authorities or prosecuted without prior consultation with the University's police.

J. Facilities & Equipment:

1. University expansion includes new space for the bookstore. The proposal should include a commitment to the capitalization costs of this construction. This may be offered in terms of annual contribution throughout the contract term.
2. The Contractor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. The Contractor may elect to utilize equipment already in place in the Bookstore, but shall accept the equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the University upon termination of the contract in the same condition as when accepted for use, normal wear and tear expected.
3. The University will be responsible for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees.
4. Current maintenance contracts on the University equipment, which is made available for use by the Contractor, will remain in force until their normal expiration dates, unless otherwise provided in the maintenance contracts. The Contractor will have the benefit of such contracts until their expiration dates, and thereafter shall provide for preventive maintenance and repairs of equipment at the Contractor's own cost and expense.
5. The University will provide all utilities to the space used by the Contractor including:
  - a. Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.(specialty lighting and equipment must be maintained by the contractor or it may be maintained by the university only on a contractual basis)
  - b. Trash removal and extermination services for the Bookstore;
  - c. Internet and phone lines.
6. Agents and employees of the Contractor working in the Bookstore will be provided access to parking lots utilized by University employees under the policies of Parking Services.
7. The Contractor shall cooperate with the University Police and with other University officials in the provision of security for the Bookstore. The Contractor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.
8. The Contractor shall be responsible for the custodial needs of the bookstore space including daily cleaning and vacuuming of floors and carpeting, and general cleanliness of all spaces occupied by the Contractor. (University custodial support may be provided on a contractual basis only.)

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**K. Financial Requirements & Administration:**

1. The Contractor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
2. The Contractor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s).
3. Licenses, Permits, and Taxes:
  - a. The Contractor shall secure and pay for all federal, state, and local licenses and permits required for the University Bookstore operations provided for herein. The University will cooperate with the Contractor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the University Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
  - b. The Contractor will be granted the right to use the University's name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the University, provided that the University's name is not used for product endorsement.
4. The Contractor shall pay to the University a commission percentage based on net sales as defined herein. The Contractor shall specify this commission percentage in its Proposal.
5. Gross sales shall be defined as all collected sales at the Bookstore less voids, refunds, sales tax, discounted sales, such as departmental sales, discounted faculty/staff sales, contractor supported scholarship sales, pass-through income (i.e. postage stamps, etc.), sales of items with little to no margin, etc.
6. Commission payments as set in the Contractor's proposal shall be made Quarterly by the Contractor to the University and shall be paid within five (5) days after the close of the Quarter in which they were earned. Annual capitalization payments shall be made within the first thirty (30) days of each contract year.
7. Each payment shall be accompanied by a detailed statement of its computation with the quarterly financial report as supporting documentation. Annually a report shall be submitted to the University Vice President of Business and Financial Affairs from an independent auditing firm.
8. The University shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Contractor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or point of sale equipment utilized by the Contractor in the University Bookstore shall have non-changeable grand totals.
9. The Contractor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the University Bookstore operation provided

under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the University.

10. On termination of the Contract, commissions will be paid to the University on sales up to the final day the Bookstore is operated under the Contract.
11. The University will provide property and casualty insurance, under the University's policy, covering Bookstore space and any fixtures and equipment owned by the University. Specifically the Contractor must provide the following insurance:
  - a. Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
  - b. Comprehensive General Liability Insurance subject to \$3,000,000 limits.
  - c. Property Damage Liability Insurance in the amount of \$1,000,000.
  - d. Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

Evidence of insurance will be required upon implementation of contract award and may be requested by the University at any time in the future.

The Contractor shall save and hold harmless the University from claims which may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any services under this contract or agents, or representatives, except for claims caused by the University or any of its employees, agents, or representatives, for which University of North Alabama shall deem the Contractor harmless, as allowed by Alabama State Law.

Contractor's insurance policies for the Bookstore shall name University of North Alabama as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured, and shall contain covenants requiring thirty (30) days written notice to the University of North Alabama before cancellation, of such coverage. These policies shall be primary and noncontributing with any insurance carried by University of North Alabama.

**L. Purchase of existing Merchandise & Inventory:**

1. Upon commencement of this Contract, the Contractor shall purchase bookstore inventory then currently on hand using the following terms:
  - a. New Textbooks
    - 1) All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by the Contractor at the University's cost.
    - 2) All excess textbooks not accepted for return will be purchased by the Contractor at the current wholesale price.
  - b. Used Textbooks
    - 1) At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at the University's cost.
    - 2) All excess adopted used textbooks will be purchased by the Contractor at the current wholesale price.

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c. Trade, Paperbacks, Technical and Reference Books

- 1) All trade, paperback, technical and reference books in clean and saleable condition, less than six (6) months old, will be purchased by the Contractor at the University's cost.
- 2) Books not in clean and saleable condition will be set aside and purchased by the Contractor at a mutually agreeable price.

d. School Supplies and General Merchandise

- 1) This category includes all items not previously mentioned, including art, office and general supplies, stationary and greeting cards, etc.
- 2) All of the above supplies and merchandise in clean and saleable condition, up to a six (6) month supply, will be purchased by the Contractor at the University's cost.
- 3) Items not in clean and saleable condition will be set aside and purchased by the Contractor at a mutually agreeable price.

e. Payment for Inventory

The Contractor will pay the University for all inventory in two equal payments: 50% within sixty (60) days after the completion of a physical inventory, and 50% with one hundred and twenty (120) days after the completion of that inventory.

2. Upon the commencement of the Contract, the Contractor and the University will perform an inventory of the University's equipment, which will be used by the Contractor in the bookstore. The inventory process will note the condition of the equipment, as agreed upon by the University and the Contractor.
3. Upon the termination of the Contract by the University, the University will purchase, or require the replacement contractor to purchase, bookstore inventory then on hand from the Contractor upon the same terms as described in subparagraphs IV.L.1 (a through e) above.

M. Contract Term, Renewals, Cancellation, Termination, Requirements, Additions, Adjustments, & Assignments

1. The initial contract shall commence on May 1, 2010, and continue for a period of five (5) years ending on April 30, 2015. If it is deemed to be of mutual benefit to both the University and the Contractor, both parties can mutually agree to renew the Contract annually for a total term of ten (10) years.
2. The University of North Alabama and Contractor shall have the right to terminate this Agreement at any time by giving ninety (90) days written notice to the other party.
3. The failure of either the Contractor or the University to insist upon strict performance of any of the terms or conditions of this Contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and shall be and shall remain in full force and effect.
4. Either party to the Contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and the Contract amended to include same.
5. Neither party shall assign nor transfer the Contract or any part of same nor enter into any subcontract for services under this Contract without the prior written approval of the other party.

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6. The Contractor is providing the services described herein as an independent contractor of the University, not as the University's agent or representative. The Contractor shall not, in any manner, use the credit or the name of the University in connection with its business or affairs except as specifically authorized in the Contract or as approved prior to such use by the University. Further, the Contractor shall purchase merchandise and sign contracts in its own name and sole credit and shall not promptly make full payment thereon, in accordance with the terms of purchase.
  7. The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The University agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all University policies and regulations as may currently and/or in the future pertain to service under the Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

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## State of Alabama

### Disclosure Statement (Required by Act 2001-955)

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 ENTITY COMPLETING FORM

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 Agreement Number

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 ADDRESS

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 CITY, STATE, ZIP

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 TELEPHONE NUMBER

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 (       )

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 STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

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 ADDRESS

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 CITY, STATE, ZIP

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 TELEPHONE NUMBER

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 (       )

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 This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

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 Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes

☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

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**Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?**
☐ Yes

☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Notary Expires

*Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*