

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR PROPOSAL (RFP) PS-19-2452

**Bookstore and Textbook Rental Services
for the
University of Wisconsin-La Crosse**

DATE OF ISSUE: January 14, 2019

PROPOSAL DUE DATE: February 14, 2019 2:00 PM (CST)

There will be No Public Opening

Proposer Meeting:
January 31, 2019 at 12:30 pm CST
Student Union Rm. 3105
Parking permits available at University Police & Parking Services

State of Wisconsin
DOA-3261 (R08/2003)
s.16.75, Wis. Statutes

PROPOSALS MUST BE SEALED AND ADDRESSED TO:



Remove from proposer list for this commodity/service. (Return this page only.)

AGENCY ADDRESS:

University of Wisconsin System
Administration
Office of Procurement
780 Regent Street, Suite 105
Madison, WI 53715

**REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER**

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal #**PS-19-2452**. Late proposals will be rejected. Proposals **MUST** be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals **MUST** be in this office no later than

February 14, 2019 2PM CST

Public
Opening ☐
No Public
Opening ☒

Name (Contact for further information)

Paul D. Schlough

Phone

608-265-0557

Date

January 14, 2019

Quote Price and Delivery FOB

N/A

Description

**REQUEST FOR PROPOSAL (RFP):
Bookstore and Textbook Rental Services for the University of Wisconsin-La Crosse**

Payment Terms:

Delivery Time:

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor/Partner

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

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Section A

1 General Information

1.1 Introduction

The University of Wisconsin-La Crosse is inviting proposals for the operation of the "University Bookstore" and daily management of "Textbook Rental Services", both of which are located in the Student Union.

The State of Wisconsin as represented by the University of Wisconsin System intends to use the results of this solicitation **to award a contract to a vendor** for the Bookstore and daily management of the Textbook Rental Services for the University of Wisconsin-La Crosse.

1.2 Background and Purpose

The current Bookstore has been contracted out since July 1, 2009. Prior to that date the Bookstore was self-operated and in existence since 1959.

Textbook Rental Services, which is owned by the University, is managed on a day-to-day basis by the Contractor and has been in existence since the University's founding in 1909.

The University is seeking proposals for a contracted service arrangement for these operations, which will continue to serve the needs of the students, faculty and staff on the campus. Additional information about the University and community is available in the appendices to this document and at the University's Worldwide Web site [www.uwlax.edu].

1.3 Definitions

The following definitions are used in this Request for Proposal (RFP):

- "RFP" means Request for Proposal
- "Proposer" means a firm submitting a proposal in response to this Request for Proposal (RFP)
- "Contractor" means proposer awarded the contract
- "University" means University of Wisconsin-La Crosse
- "State" means State of Wisconsin

1.4 Scope

The scope of the project is to provide the University community with a full range of services reasonably expected from a quality academic bookstore and textbook rental program. These services should include, but are not limited to, the following:

- Provide for timely supply, in sufficient quantities, of all required and recommended textbooks for purchase or for rental.
- Provide for the timely preparation and printing in sufficient quantities of professor-published course-packs of readings and other course materials, including securing permission of copyright holders.

- Provide an enhanced selection of current trade, academic and technical literature.
- Provide timely response to users requiring special order literature and other such material.
- Maintain price competitiveness with comparable stores in the area.
- Offer a significant selection of school, office and art supplies, college insignia wearing apparel and memorabilia, commencement caps, gowns and announcements and other items typically found in campus bookstores.
- Become involved in the academic, cultural and social environment of the University, taking advantage of opportunities to offer special merchandising and/or assistance based upon the University's ongoing and unique activities such as visiting authors and student organization functions.
- Participate in the development of the Bookstore and Textbook Rental Services facilities through design, expertise, and financial contribution.

1.5 Calendar of Events/Time Table

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the University. In the event that the University finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

EVENT	DATE
Release RFP to Vendors	<u>January 14, 2019</u>
Vendor written Specification & Requirement Questions to System by C.O.B.	<u>January 31, 2019</u>
Site Survey/Proposer Meeting	<u>January 31, 2019 12:30 pm.CDT</u>
Answer to Vendor Questions (Estimated):	<u>February 5, 2019</u>
Proposals Due @ 2pm CST UWSA Office of Procurement	<u>February 14, 2019</u>
Evaluation Team Proposal/Recommendation Meeting (Estimated)	<u>February 21, 2019</u>
Oral Presentation (Tentative if deemed Necessary)	<u>Week of March 11-15, 2019</u>
Final Evaluation (Estimated)	<u>March 19, 2019</u>
Notification of Intent to Award Contract (Estimated)	<u>March 25, 2019</u>
Appeals Process Time frame (Estimated)	<u>March 25 – April 1, 2019</u>
Board of Regent Approval	<u>June 6 & 7, 2019</u>
Contract Award (Estimated)	<u>June 10, 2019</u>
Start of Contract (Estimated)	<u>July 1, 2019</u>

1.6 Fixed Offer Period

All Proposals submitted to obtain Bookstore and Textbook Rental Services shall remain fixed and valid for acceptance for a one hundred twenty (120) day period starting on the proposal due date, **February 14, 2019**.

1.7 Procuring and Contracting Agency

This Request for Proposal (RFP) is issued by the State of Wisconsin by the University of Wisconsin System Administration Office of Procurement, which is the sole point of contact for the State during the proposal evaluation process. The contract resulting from this RFP shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin-La Crosse hereafter referred to as the "University" and the successful proposer hereafter referred to as "Contractor" for the provision of contractual services according to the terms set forth herein. The person responsible for managing the procurement process is **Paul D. Schlough, Procurement Specialist Senior, University of Wisconsin System Administration Office of Procurement (UWSA)**.

1.8 Clarification and/or Revisions to the Specifications or Requirements

Any questions concerning this RFP must be submitted in writing on or before **January 31, 2019** to:

Paul D. Schlough, Procurement Specialist Senior
pschlough@uwsa.edu

Questions regarding this RFP should reference "RFP PS-19-2452 Question" in the subject line.

Vendors are expected to raise any questions or exceptions they have concerning the RFP DOCUMENT at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or addendums will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

If a proposer fails to notify the University prior to the Proposal due date of a known error in the Proposal (an error that reasonably should have been known to the Proposer) and a contract is awarded to that Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Any contact with University employees concerning this RFP is prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to contract is released.

1.9 Reasonable Accommodations

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal meeting/vendor conference, contact Paul D. Schlough at (608) 265-0557.

1.10 Contract Term

The contract shall be effective on the date indicated on the contract and shall run through June 30, 2020 with six (6) automatic one year renewal options. This contract shall automatically be extended into the next optional period unless either party notifies the other, in writing, one hundred and eighty (180) calendar days prior to the expiration of the initial or succeeding contract terms.

The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

1.11 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state, including the University of Wisconsin System. Anyone may access VendorNet on the Internet at:

<http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state, including the University of Wisconsin System. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. Registration, which is free, guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without Internet access may receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2 Proposal

In order to meet the current needs of the University of Wisconsin-La Crosse, the Proposal presented is to consist of Bookstore and Textbook Rental Services for the University of Wisconsin-La Crosse including the requirements described within and for the contract term specified in this Request for Proposal.

2.1 University Shall Provide

The University of Wisconsin-La Crosse shall provide to the proposer awarded this contract:

- Office space
- Storeroom & storage space
- Retail Bookstore and Textbook Rental Services space
- Textbook Rental Services inventory
- The University's student information system provides a textbook inventory repository
- University reserves the right to approve Staffing and Personnel hires made by the contractor
- The University reserves the right to determine and negotiate the requirements of these services

2.2 Proposer Shall Provide

The Contractor shall provide to the University of Wisconsin-La Crosse if awarded this contract:

- Bookstore services to the University
- Textbook Rental Services to the University
- Staffing and personnel
- Management staffing and personnel

3 Preparing and Submitting Proposal

3.1 General Instructions

The evaluation and selection of a Contractor and the contract will be based on the information submitted in the Contractor's proposal plus references and any required on-site demonstrations or oral interviews. To this end, each proposer shall furnish a complete description of capabilities in the field of bookstore and textbook rental program services. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

NOTE: Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

3.2 Site Survey

Proposers are invited and encouraged to attend a Site Survey Meeting on January 31, 2019 at 12:30 pm. Central Standard Time (CST) at the UW-La Crosse Campus, 521 East Ave North, La Crosse, WI 54601 in room 3105 of the Student Union.

At that time a review of the Request for Proposal Document and inspection/walk through of the Campus Bookstore and Textbook Rental Services will be completed. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

To RSVP Site Survey/Site Inspection Attendance and Obtain Parking Instructions:

Prospective Proposers are to contact:

Robin Tuxen, Assistant to the Vice Chancellor

Administration and Finance

Telephone: 608-785-6494

Email: rtuxen@uwlax.edu

3.3 Incurring Costs

The University is not liable for any cost incurred by proposers in replying to this RFP.

3.4 Submitting the Proposal

Ten (10) hard copies of the completed proposals, including the signed original, may be mailed, delivered by proposer or by a third-party/courier service **in a sealed envelope or package with the RFP number on the outside.** **One (1) copy of the proposal must be submitted on a USB Flash Drive.** Proposals must be received and date/time stamped prior to 2:00 p.m. CST on the stated proposal due date. Proposals not so date/time stamped shall be considered late. **Late proposals shall be rejected.**

Proposals must be delivered to:

Paul D. Schlough

Procurement Specialist Senior
University of Wisconsin System Administration's Office of Procurement
780 Regent St., Suite 105
Madison, WI 53715

Receipt of a proposal by the University mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the **outside of the package**:

- Proposer's name and address
- Request for proposal title (RFP: Bookstore and Textbook Rental Services UW-La Crosse)
- Request for proposal number (PS-19-2452)
- Proposal due date February 14, 2019 2:00 PM CST

An original plus 1 copy of the **Cost Proposal (Section C, No. 1)** must be sealed and submitted **as a separate part of the proposal**. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP (Name of RFP)" and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above. **One (1) copy of the cost proposal must also be submitted on USB Flash Drive.**

3.5 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

3.5.1 Cover Sheet (DOA-3261)

The cover page DOA-3261 (found on page number 2 of this Request for Proposal (RFP)) must be completed by the proposer and submitted with the proposal.

3.5.2 Section A No. 4.0 Required Information

3.5.2.1 Required Qualifications (4.1)

3.5.2.2 Written Agreement to Terms (4.2)

3.5.2.3 Operating Statement/Annual Report (4.3)

3.5.2.4 Description of Claims or Law Suits (4.4)

3.5.2.5 Cost Proposal (4.5) (Submitted in a Separate Sealed Envelope)

3.5.2.6 Technical Service Program Specifications and Requirements (4.6)

3.5.2.7 Required Forms (Attachments 4 through 10):

- Attachment 4 – Vendor Information DOA-3477
- Attachment 5 – Vendor Client Reference DOA-3478

- Attachment 6 – Bank Reference
- Attachment 7 – Terms and Conditions
- Attachment 8 – Proposer Information
- Attachment 9 – Designation of Confidential and Proprietary Information
- Attachment 10 - Affidavit

3.6 Proposed Contract for Bookstore and Textbook Rental Services

The proposed contract in **Section B and Section D, Attachment No. 1 Standard Terms and Conditions** provide the terms and conditions the University expects to be in the contract between the University and the successful Proposer. Any changes to a proposed term or condition a proposer wishes the University to consider must be submitted with the proposal. The University, in its sole discretion, may modify any portion of this proposed contract.

3.7 Proprietary Information

As the University is a state agency, any restrictions on the data contained within a proposal submitted must be clearly stated on the Proprietary Form, **Section D, Attachment No. 9**. Proprietary information submitted will be handled in accordance with applicable State of Wisconsin law. It is the proposer's responsibility to defend the determination in the event of an appeal or litigation. Data, documentation and innovations contained in the proposal become the property of the University. Excessive designation of information as proprietary may result in disqualification of your Proposal.

3.8 Response Affidavit

Proposals submitted must contain a non-collusion affidavit and signature block information as specified in Attachment No. 10.

3.9 Response Glossary

Any proposal submitted must provide a glossary of all abbreviations, acronyms and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the proposal.

3.10 Multiple Proposals

Multiple proposals from a vendor are permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc., on each page included in the response.

The University shall not consider a cost plus management fee contract proposal. The University shall only consider proposal alternates from those proposers who have met qualifications and have completed the required cost proposal submittal form.

3.11 Oral Presentation

Proposers with higher scoring proposals may be required to make oral presentations to clarify their proposals. In conducting these presentation, there shall be no disclosure of any information obtained from any competing proposer. These presentations may be scheduled and held after receipt and evaluation of the proposals to provide an opportunity for the proposer to supplement and /or clarify the proposal for the evaluation team. A proposer who refuses to honor the request for oral presentation may be disqualified.

3.12 Site Visitations

Representatives from the University reserve the right to inspect the Proposer's facilities and other operations under the Proposer's management prior to award of this proposal.

4 Required Information

The proposer's response to this subsection must clearly demonstrate the capacity to handle the needs stated in this proposal in addition to the Proposer's current workload. The University reserves the right to request supplementary information deemed pertinent to assure proposers competence, business organization, and financial resources are adequate to successfully perform services. **Each of the requirements must be responded to in the format and order presented in each section even if the answer is simply yes or no.**

Provide on company letterhead a concise, detailed description of the following:

4.1 Required Qualifications

4.1.1 *Name and Address*

The proposer shall submit the name and address of the operating firm. Names of owners or principles of your Firm shall be included. If a corporation, provide date of incorporation and president's name. If other than corporation or partnership, describe organization and name of principals. If an individual or partnership, provide date of organization and name and address of all partners (state whether general or limited partnership). Complete and return vendor Information **Form Section D, Attachment No. 4. Describe any sub-contract relationship your firm intends to enter into in order to provide the services related to this contract. Please include all sub-contract agreements and contact information.**

4.1.2 *Reference List and Contact Information*

The proposer shall provide the name, address and phone number of contact person from at least three locations where you provide Bookstore services and Textbook Rental services to universities of larger or at least similar size to the University of Wisconsin-La Crosse and/or Bookstore and Textbook Rental Services to relevant commercial or institutional Bookstore and Textbook Rental Services operations of similar size to the University of Wisconsin-La Crosse campus. **Complete and return Section D, Attachment No.5.** The University will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of the references will be provided to the review committee and used in reviewing the Proposal.

4.1.3 *Business Lost List and Contact Information*

The proposer shall provide a list of all contracted operations/business lost within the last five years, including a contact name and telephone number for the former client, length of service and reasons for loss.

4.1.4 Business Ownership

The proposer must currently own the specified business and must have owned and operated the specific business continuously a minimum of five (5) years. Please verify that your business has been in operation for a minimum of five (5) years.

4.1.5 Operation Financial Capacity Qualification

The proposer must currently operate University and/or commercial Bookstore and Textbook Rental Services consisting of minimum annual gross sales of one million (\$1,000,000) in order to qualify for award of Business Services requested in this Request for Proposal (RFP). Please provide proof.

4.1.6 Operating Statements/Proof of Financial Capacity to Provide Service

Proposer must provide a complete operating statement or annual report as of your last fiscal year of operations.

- Include itemization of revenues and identification of direct cost items of your operation.
- A branch/division operating statement or annual report for the area to which the University is assigned.
- Provide the financial and operational capacity to sufficiently support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance.

4.1.7 Bank Reference

Proposer must list one (1) bank reference with which your firm is currently transacting business. **Complete and return Section D, Attachment No. 6.**

4.2 Written Agreement to Terms

The proposer shall describe your firm's willingness to agree to as written the terms and conditions specified in section B, proposed Contract for Bookstore and Textbook Rental Services. Describe your firm's approach to meeting these written terms and conditions. **Complete and return Section D, Attachment No 7.**

4.3 Operating Statement/Annual Report

The proposer shall provide a complete operating statement or annual report as of your last fiscal year of operation. Certification of this report by a Certified Public Accountant may be required.

4.4 Description of Claims or Law Suits

The proposer shall list and describe any claims or lawsuits that have been made against your company for non-performance or inadequate performance as a provider of Bookstore and Textbook Rental Services or similar venue.

4.5 Cost Proposal (300 points)

The proposer must complete the Cost Proposal Form Section C. This form must be submitted with the proposal in a separate sealed envelope. **(300 points)**

4.6 Technical Service Program Specifications and Requirements (700 points total)

4.6.1 Company Information (50 points)

The Proposer shall provide a general history of the company and appropriate qualifications to provide the required Bookstore and Textbook Rental Services. Please explain in detail the duration and extent of experience in the operation of Bookstore and Textbook Rental Services.

Provide historical background and capabilities of your company with special emphasis on your ability or your licensee's or other agent's ability to provide Bookstore and Textbook Rental Services to facilities of comparable size and complexity to the University and its infrastructure.

Please demonstrate in writing your ability to deliver the requirements of the contract as documented in this Request for Proposal (RFP). The written response must clearly demonstrate the capacity to deliver the requirements of this RFP in addition to your current workload.

4.6.2 Financial Capacity and Service Ability (50 points)

4.6.2.1 Internal Accounting Program and Auditing Company

The proposer must identify its internal accounting program and auditing company (internal and external) and describe complete accounting procedures for the following:

4.6.2.2 Inventory Control

Describe the complete accounting procedures for inventory control for central warehouse, location reserve storage and store display areas.

4.6.2.3 Sales Reporting

Describe the complete accounting procedures and method for recording, checking and reporting sales and any forms used. Please include and attach all forms as sample documentation.

4.6.2.4 Internal Controls

Describe the complete accounting procedures for all internal points of control. Proposer must attach and include all forms used as samples. Proposer must include procedures, policies and internal controls for the following:

- Cash Handling
- Cash Register
- Personnel Payroll Accounting Controls
- Customer Charge and Billing procedures
- Refund system. Describe in detail your proposed refund policies for major categories of merchandise.
- Point of Sale Transactions

4.6.2.5 Internal Audit System

Describe the complete accounting procedures for your company's internal audit system. Please include and attach all forms used as samples.

4.6.2.6 Purchasing and Location Receiving Procedures

The proposer shall provide a detailed description of its purchasing and location receiving procedures including forms used and a list of publishers and companies from which purchases of books and non-book items are typically made.

4.6.2.7 Financial Reports

The proposer shall provide examples of “pro-forma” financial reports of the type to be provided to the University to meet the requirements of the RFP and to assist the University in administering the contract.

4.6.3 Principles and Procedures for Protection of Workers (25 points)

The proposer must provide a copy of the company’s statement of principle and operating procedures to address the elimination of “sweatshop” labor and the protection of workers’ rights in the manufacture of licensed apparel and other merchandise as may be sold in the bookstore.

4.6.4 Cash Register and/or Point of Sale Hardware/Software and Transactions (25 points)

The proposer must provide a proposed cash register and/or point of sale hardware/software package to be installed. Provide a detailed description of solution including equipment specifications, program description and reporting capabilities. Demonstrate compatibility to work with the CBORD campus-wide debit card system.

Describe how your company intends to accommodate and provide point of sale control of transactions including recording, reporting and supporting cash sales. Include equipment specifications, program description, reporting capabilities, cost estimates and installation timeline.

4.6.5 Bookstore Operations (175 points)

4.6.5.1 Campus Bookstore Requirements

Describe in general terms your company’s proposed approach to meeting the campus bookstore requirements, including planned merchandise lines and service and marketing activities, for the immediate future and for a five-year action plan. This should include, but not be limited to, your strategy for promotional sales, holiday specials and discounting. Also indicate the corporate management support to be provided to the unit management team.

4.6.5.2 Academic Community Service Plan

Propose a detailed plan describing the methods your company would use to meet the needs of the academic community. Please include the following:

- Describe how your company will make the Bookstore look and feel unique.
- Describe proposed student/ faculty survey programs.
- Describe proposed marketing, advertising, merchandising, promotional and public relation programs.
- Explain how your company will develop community relations in La Crosse with a sensitivity to unfair competition with the private sector. Describe how will your company attract community members to campus.

- Describe your plan for becoming involved in the academic, cultural and social environment of the campus.

4.6.5.3 Bookstore Merchandise

Describe and provide a listing of the types of trade books and journals, technology, school and art supplies, personal care items, emblematic clothing and gift items, greeting cards and other items you envision providing for sale in the Bookstore.

4.6.5.4 Refund Policies

Describe in detail your proposed refund policies for major categories of merchandise.

4.6.5.5 Computer Software and Accessories

Describe the proposed plan for the development and enhancement of the computer peripherals, technology and accessories section of the Bookstore.

4.6.5.6 Faculty Published Materials

Describe your company's proposed program for the development and sale of professor published coursepacks, including means of securing copyright permissions and proposed pricing policy.

4.6.5.7 Supplies Section

Describe your company's proposed plan for the development and enhancement of the supplies section of the Bookstore. The proposed approach should reflect the needs of the academic community. This action proposal should address immediate and long-range approaches to innovative, market-oriented services.

4.6.5.8 Advertising/Public Relations/Promotional Plans

Describe your proposed plans for advertising, merchandising, promotion, public relations and customer survey programs including those programs which will be implemented at the start of and continue during the term of this contract. Include your plans for becoming involved in the academic, cultural and social environment of the campus and in the development of La Crosse community relations, including plans to attract the community to campus.

4.6.5.9 Point of Sale Controls

Describe how your company intends to accommodate and provide point of sale control of transactions including recording, reporting and supporting cash sales. Include equipment specifications, program description, reporting capabilities, cost estimates and installation timeline.

4.6.5.10 Point of Sale Equipment

Describe your plans for computerization, automation, technology, point-of-sale systems (P.O.S.), etc., including equipment specifications and program description.

Provide the financial investment for technology and automation in the Bookstore and Textbook Rental Services and timetable for your plans. The University will not buy out the undepreciated portion of the Contract's technology investment at the termination of the contract.

4.6.5.11 University Bookstore & Textbook Rental Advisory Committee

Describe how you propose to coordinate operation of the bookstore with the University's Bookstore & Textbook Rental Advisory Committee.

4.6.6 Textbook Rental Services (175 points)

4.6.6.1 Financial Approach

Describe the financial approach you will take to the operation of the Textbook Rental Services program recognizing that the textbook rental materials will be purchased from the contractor, and other textbook vendors, by the University and shall remain the property of the University.

4.6.6.2 Textbook Rental Services

Describe the approach to Textbook Rental Services Program your company proposes. Proposers must include the following, but are not limited to:

- Staffing plan
- Inventory tracking and control system
- Textbook check-out procedures
- Textbook return procedures
- Disposal of texts no longer to be used

4.6.6.3 Inventory System

Describe your process using the inventory system to allow students to check out and return textbooks offsite.

4.6.6.4 Textbook Rental Committee

Describe how your company proposes to coordinate operation of the Textbook Rental Program with the University's Textbook Rental Committee.

4.6.7 Used Textbook Program (25 points)

Describe in detail your company's proposed used textbook program including book buy-back and resale procedures and policies.

4.6.8 Pricing and Policies (75 points)

4.6.8.1 Pricing Policies

Describe in detail your company's proposed pricing policies for new and used textbooks. Please provide pricing policies for the following categories:

- New textbooks and coursepacks
- Trade Books/Best Sellers
- Emblematic Clothing
- Non-emblematic Clothing

- Gift Items
- Supplies
- Convenience
- Graduation
- Technology
- Other Major Merchandise Categories

4.6.8.2 Price Containment

Proposer must provide a detailed plan for Textbook cost containment.

4.6.9 Staffing and Personnel (100 points)

4.6.9.1 Organizational Chart of Proposed Staffing

Provide an Organizational Chart of your proposed staff for both administrative and management staffing required under the specifications of this contract. Include regional and headquarters support. Indicate experience, qualifications and other requirements expected for unit staff and approximate salary ranges for the unit manager and for the assistant manager(s), if any. Indicate the projected number of other full and part-time employees to be hired within the unit.

4.6.9.2 Training Programs

Describe the training programs your company proposes for employees, supervisors and managers for store operations as well as recycling and resource conservation.

4.6.9.3 Company Level Support

Describe the Company level support provided to supplement and enhance the unit personnel in routine operations, business development and special needs circumstances.

4.6.9.4 Salary Information

Provide salary ranges for the director and manager/supervisor positions.

5 Proposal Acceptance and Award

5.1 Preliminary Evaluation and Review of Mandatory Qualifications

The proposals will first be reviewed to determine if required information and mandatory qualifications are met. Failure to meet mandatory qualifications will result in rejection of the Proposal. In the event that all vendors do not meet one or more of the mandatory qualifications, the University reserves the right to continue the review of the proposals and to select the proposal that most closely meets the requirements specified in this proposal.

Each proposal shall be evaluated first on whether required mandatory qualification criteria are met on a pass/fail basis.

The qualifications criteria which the proposer must meet to be considered for an award are:

All proposers will at a minimum be required to meet all of the mandatory qualifications noted in **Section A item 4 Numbers 4.1**. The proposer will also be required to submit written response to **Section A, Item No. 4 (4.1 through 4.6, in entirety)** and respond to and submit all required attachments within **Section D Attachments 4 through 10**. **Proposers will be required to complete and submit with proposal for DOA-3261 on page two of this RFP document.** Once minimum requirements are met, accepted Proposals will be reviewed against the stated criteria.

5.2 Evaluation Committee

All accepted proposals shall be evaluated by an evaluation team. Evaluation and selection of the Contractor shall be based on the information submitted in the proposals. The team may review references, require oral presentations and conduct on-site visits to proposer accounts and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.5 to provide up to a five percent (5%) preference to these businesses. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. A proposer may not contact any member of a review committee except at the University's direction.

5.3 Right to Reject, Waive and Negotiate Proposal

The University reserves the right to accept or **reject** any and all proposals. The University reserves the right to waive information in the proposals and/or negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the University may negotiate a contract with the next highest scoring proposer.

5.4 Review Criteria

Accepted proposals will be evaluated by the University. Review and selection of a proposal will be based on the analysis of the cost proposal and response to the Required Information Section A, 4.0. Oral interviews may be required after the written proposals are received. Failure to attend an oral interview may result in rejection of the proposer's proposal.

5.4.1 Required Information (4.0) Criteria

5.4.1.1 Required Qualifications (4.1)

5.4.1.2 Written Agreement to Terms (4.2)

5.4.1.3 Operating Statement/Annual Report (4.3)

5.4.1.4 Description of Claims or Law Suits (4.4)

5.4.2 Required Information (4.0) Evaluation Criteria/Point Matrix

5.4.2.1 Cost Proposal Form (4.5)	0-300 Points
5.4.2.2 Technical Service Program Specifications and Requirements	0-700 Points
Total Points Possible	1,000 Points

5.4.3 Supplier Diversity Preference

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified proposal when that qualified proposal is not more than 5% higher than the apparent low proposal or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

5.4.4 Cost Proposal Calculation (175 points)

The largest commission/annual guarantee proposal will receive 100% of the allotted cost points. All other proposals will be scored using the formula as follows:

$$\frac{\text{Other Proposer's (Varies according to proposal being scored)}}{\text{Largest Commission/Annual Guarantee Proposed (Constant)}} \times \text{Maximum evaluation points given to cost} = \text{SCORE}$$

Calculation of points awarded to subsequent proposals will use the largest commission/annual guarantee dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This result will always be less than one. The result is then multiplied by the number of points given to the cost section of the RFP

5.4.5 Signing Bonus Calculation (125 points)

The largest Signing Bonus proposal will receive 100% of the allotted cost points. All other proposals will be scored using the formula as follows:

$$\frac{\text{Other Proposer's (Varies according to proposal being scored)}}{\text{Largest Signing Bonus Proposed (Constant)}} \times \text{Maximum evaluation points given to cost} = \text{SCORE}$$

Calculation of points awarded to subsequent proposals will use the signing bonus dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This result will always be less than one. The result is then multiplied by the number of points given to the cost section of the RFP

5.5 Award and Final Offer

The University will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award maybe granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the University and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the University will request a final and best offer.

5.6 Notification of Intent to Award Contract

All Vendors who responded to this Request for Proposal (RFP) will be notified in writing of the University's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of University staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 780 Regent Street, Suite 105, Madison, WI 53715. Vendors should schedule reviews with Paul D. Schlough, Procurement Specialist Senior at 608-265-0557.

5.7 Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this PROPOSAL (including all attachments), PROPOSAL addenda and revisions, the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award. **(See Section B, Item No. 1 through 20 and Section D Attachment 1 Standard Terms and Conditions)**

The University reserves the right to select the option in the best interest of the University as determined by the University.

Note: The lowest bidder will not necessarily be chosen.

5.8 Appeal Process

Notices of intent to protest and protests must be made in writing to the head procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin administrative Code provisions that are alleged to have been violated.

Any appeal of the University's award must be made no later than five (5) working days after system Office of Procurement issues the intent to award notice. Written notice of appeal must be filed with the President of the University System in care of:

Ruth Anderson
Director, System Office of Procurement
University of Wisconsin system Administration
780 Regent Street
Madison, WI 53715

A complete written appeal must be received by the Director, system Office of Procurement, no later than five (5) working days after the award notice is issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

Section B

Proposed contract for Bookstore and Textbook Rental Services.

1 Parties to the Contract

This agreement, hereinafter referred to as “the Contract”, shall be between the State of Wisconsin and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-La Crosse, hereinafter referred to as the “University”, and the successful proposer, hereinafter referred to as the “Contractor”, for the privilege of the Contractor to provide Bookstore and Textbook Rental Services to the University of Wisconsin-La Crosse according to the terms set forth in this contract. The Assistant to the Vice Chancellor for Administration & Finance at UW-La Crosse and/or designee, shall be the representative of the University responsible for the administration of the contract and referred to herein as “the appropriate campus authority”.

2 Applicable Law

This contract shall be governed and interpreted under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal, and local laws, ordinances and regulations in effect during the period of this contract which affect the work or its conduct.

3 Term of Contract

It is the intent of the University to start the resulting contract on the date specified in this document through June 30, 2020 with six (6) automatic one year renewal options. This contract shall automatically be extended each year from the initial year unless UW System Administration Procurement is notified in writing by the Contractor; or notifies the Contractor in writing, 180 calendar days prior to expiration of the initial and/or succeeding contract terms.

4 Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

5 Disclosure

If a public official as defined in section 19.42 Wisconsin Statutes, or an organization in which a State public official holds at least 10% interest, is a party to this proposal, the contract is voidable by the University unless appropriate written disclosure is made to the State of Wisconsin Ethics Board, 125 south Webster Street, Madison, WI 53703.

6 Minority Business

The University of Wisconsin is committed to the promotion of minority business in the state’s purchasing program. With this procurement a successful Contractor is encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department, Bureau of Minority business Development. The UW System Administration Purchasing Office shall require from the successful Contractor a quarterly report of purchases of such supplies and services necessary for the implementation of the contract. A listing of certified minority

businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, 608/267-7806.

The University requests the cooperation of the Contractor in reporting on a regular basis all purchases of services or commodities from certified minority businesses used in the performance of this contract. This report shall be submitted to the University Procurement office on an annual basis.

7 Incorporation of Documents

The University of Wisconsin-La Crosse Request for Proposal (RFP) to Submit Proposal, the proposer responses, written communications and this Agreement constitutes the entire agreement between the parties. The hierarchy of documents in descending order for resolution is as follows:

- A. This Agreement
- B. Proposal No. PS-19-2452
- C. Response received
- D. Written communication starting February 14, 2019

Any conflict of terms shall be governed by the highest listed document.

8 News Releases

News releases pertaining to this contract or any part of proposal No. PS-19-2452 shall not be made without the prior written approval of the University.

9 Insurance Requirements

The Contractor shall bear full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

COVERAGE AND MINIMUM LIMITS.

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Worker's Compensation (WC)</u>	
Statutory Employer's Liability Coverage (B)	\$100,000/500,000/100,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate incl. Prdt/co	\$2,000,000
Each Occurrence	\$1,000,000
<u>Automobile Liability (including hired & non-owned)</u>	
Combined Single Limit	\$1,000,000
<u>Additional Insured Provision</u>	

The Contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general and automobile liability policies, for purpose of this contract.

9.1 Remodeling or Renovation

The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the contractor.

9.2 Certificate of Insurance Requirements

Upon notification of award and prior to issuance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A-licensed to do business in the State of Wisconsin and signed by an authorized agent.

Certificate of Insurance

The Contractor awarded the business of Bookstore and Textbook Rental Services will be required to submit to the University of Wisconsin System Administration Office of Procurement a Certificate of Insurance that includes the following components:

- The insurance coverage limits required in Section B item 9 of this RFP Document.
- The University of Wisconsin System location/Institution listed on the Certificate of Insurance.
- The Contract Number (PS-14-2596) listed on the Certificate of Insurance.
- Additional Insured Provision Requirement (as documented in Section B item 9) must be named on the Certificate of Insurance.
- Certificate of Insurance must be current and on file with the University of Wisconsin System Administration Office of Procurement at all times during the life of the contract agreement.
- **Any Certificate of Insurance received missing the above named components will place the contract in breach and subject for termination.**

9.3 Commercial General Liability

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

9.4 Covenant Requiring Notice

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin system administration Procurement Office, 780 Regent Street, Madison, WI 53715 before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

9.5 Evidence of New Insurance

In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's

receipt of the sixty (60) day notice. In the event the Contractor fails to maintain and keep force the insurance herein required, the University shall have the right to cancel and terminate without notice.

9.6 University Right to Cancel Contract

In the event the Contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage needs are revised.

10 Performance Bond/Irrevocable Letter of Credit

The successful Proposer, hereafter referred to as “Contractor”, shall be required to furnish a performance bond in the amount two hundred fifty thousand dollars (\$250,000). Such bond must be furnished upon notification by the University of Wisconsin System Administration Office of Procurement, and prior to contract award.

In lieu of the performance bond, the Contractor may provide an irrevocable letter of credit naming the University as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. If an irrevocable letter of credit is used, the period shall extend one month beyond the contract expiration date. The performance bond or letter of credit shall provide that in the event of non-renewal, the Procurement Services Office, and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University’s receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

11 Promotional Materials

Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses either the Contractor or any sponsor of such material. Equipment bearing University of Wisconsin-La Crosse marks, logos or other indicia of University of Wisconsin-La Crosse must be purchased from University of Wisconsin-La Crosse licensees and be used in accordance with University of Wisconsin-La Crosse policy.

12 Contractor Agrees to Indemnify and Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as “claims”) occurring in connection with or in any incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the

extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, it's agents, employees, subcontractors or contractors.

13 Nondiscrimination and Affirmative Action

Failure to comply with the conditions of this clause may result in the Contractor becoming declared an "ineligible" Contractor, termination of the contract or withholding of payment.

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin nondiscrimination clause.

Failure to comply with the conditions of this clause may result in termination of the contract.

To the extent required by law, 41 CFR 60-1/4 (a) and (b) are incorporated by reference in this contract. Additionally, contractor certifies that the contractor complies with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. Contractor further agrees that he or she will obtain identical certification from any subcontractors.

14 Safety

All material, equipment and supplies provided to the University must comply fully with all safety requirements set forth by the Wisconsin Administrative code, the rules of the Industrial Commission on safety and all applicable OSHA Standards.

15 Contract Cancellation

15.1 Contract Termination

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice on hundred and Eighty (180) days prior to such anniversary date.

15.2 Contract Breach

The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest.

The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving sixty (60) days-notice, in writing, by registered or certified mail of its intention to cancel this contract.

Should the University breach any terms or provisions of this contract, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Contractor may cancel the contract by giving sixty (60) days-notice, in writing, by registered or certified mail of its intention to cancel this contract.

15.3 Non-Appropriation of Funds

The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

15.4 Failure to maintain Insurance Requirements

If the Contractor fails to maintain and keep in force required insurance, the University shall have the right to cancel and terminate the contract without notice.

16 University of Wisconsin System Administration (UWSA) Contract Administrator

The University of Wisconsin System Administration (UWSA) Contract Administrator is:

Paul D. Schlough
Procurement Specialist, Senior
UWSA Office of Procurement
780 Regent Street, RM 105
Madison, WI 53715

17 Proposer Contract Administrator

The successful proposer is required to name a Contract Administrator to represent the Contractor.

18 Campus Contract Administrator

The Campus Contract Administrator for the University is:

Robin Tuxen, Assistant to the Vice Chancellor, Administration and Finance
Telephone: 608-785-6494
Email: rtuxen@uwlax.edu

19 General Technical Requirements

19.1 Service Requirements

19.1.1 Service Provided

The Contractor shall provide the services described in the **Proposal** and Contractor's response to the **Proposal**. Contractor shall furnish all Supplies, equipment, management and labor necessary to carry out the terms and conditions described herein.

19.1.2 Relative Service Items

The Contractor agrees that items relative to obtaining Bookstore and Textbook Rental Services not covered herein may be added by the University to this Contract without voiding provisions of the existing Contract. Additional services shall be furnished to the University by the Contractor with additional considerations.

19.1.3 Service Exclusivity

It is the Intent of the University to acquire Bookstore and Textbook Rental Services exclusively from the Contractor.

19.1.4 Regulation of Method of Service

The University shall have the right to make reasonable regulations on the method of service, operation hours, safety, sanitation, maintenance and use of cleaning equipment and products by Bookstore and Textbook Rental Service areas and the Contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all Bookstore and Textbook Rental Services areas at any and all times during the Bookstore and Textbook Rental Services hours of operation.

19.2 Bookstore and Textbook Rental Interface Requirements

This information was prepared by UW-La Crosse Informational Technology staff and is a brief description of the technical requirements of the Textbook Rental Services to interact with the Student Information System for textbook information. It is intended to provide a high-level overview of the information that will be provided to Textbook Rental Services, the information required in return from Textbook Rental Services and how the Student Information will use the information.

19.2.1 Information to Textbook Rental from Student Information System

The Student Information System will send Textbook Rental Services a file, based upon term, which will have all the information required to map the textbooks to classes within Textbook Rental Services. There are requested reports from the Contractor which require the ability to track student textbooks to their individual courses. See Attachment 3, Appendix 2 for additional details.

The Student Information System will also export a XML file of patron information to be loaded into the Textbook Rental Services system. The fields in this xml currently include these data points:

- Last name (*Required Field*)
- First name
- Middle name
- Nickname(preferred)

- Student/District ID (*Required Field*)
- Email
- Patron type
- DOB
- Student status

19.2.2 Information to Student Information System from Textbook Rental

Textbook Rental Services will send the Student Information System a file, based upon term, which will have all the information the Student Information System requires to map the textbooks to classes. These are fields that are being imported when this is run currently:

- Title
- textbook copyright
- textbook ISBN
- textbook CopyCount
- textbook AvailableCopyCount
- textbook LostCopyCount
- textbook AdditionalInformation
- textbook Author
- textbook UDFField
- textbook ReplacementPrice
- textbook CheckedOutCopyCount

19.2.3 Layout of File from Textbook Rental Services

Example of the xml file for the Student Information System import:

```
</Row>
<Row>
  <title>E513 -FORM 2207- THE WISCONSIN ARCHAEOLOGIST (VOL LXX, NUM 1–2)</title>
  <textbookCopyright>1989</textbookCopyright>
  <textbookISBN>978-0-00-043636-8</textbookISBN>
  <textbookCopyCount>21</textbookCopyCount>
  <textbookAvailableCopyCount>21</textbookAvailableCopyCount>
  <textbookLostCopyCount>0</textbookLostCopyCount>
  <textbookAdditionalInformation>ACTIVE RECORD</textbookAdditionalInformation>
  <textbookAuthor>ARZIGIAN</textbookAuthor>
  <textbookUDFField>XXXX</textbookUDFField>
  <textbookReplacementPrice>95.00</textbookReplacementPrice>
  <textbookCheckedOutCopyCount>0</textbookCheckedOutCopyCount>
```

19.2.4 Student Information System Processing:

There are three main areas that will use the textbook information provided to the Student Information System from Textbook Rental Services:

19.2.4.1 Class Schedule

The information received on the file from Textbook Rental Services is used to populate delivered tables in the Student Information System. These tables will display the textbook(s) for a particular course, therefore populating a student's booklist. It will also show the student if the textbook is either a rental from Textbook Rental Services or a purchase (Bookstore), along with being required or recommended.

19.2.4.2 Textbook Inventory

The inventory system in the Student Information System is used by the university to track textbooks. The office of Administration & Finance will require Purchase Order information as well as supporting documentation from the order to track/audit inventory levels. When a new ISBN is requested, final approval by the office of Administration & Finance must be given before adopted. Once adopted, a new record for that ISBN will be created in the inventory system. Only rental books are tracked.

19.2.4.3 Textbook Rental System

This is the system Textbook Rental Services will use for an inventory repository of checking in/checking out/tracking textbooks in the Student Information System. It will be Textbook Rental Services' responsibility to coordinate getting books marked and scanned into the system with the proper barcode information. It will also be their responsibility to enter into this system any new books received/destroyed/sold for a particular title(ISBN). Textbook Rental Services will also provide the Office of Administration & Finance with a file at the end of a term of students that have late, damaged, un-stocked, and/or un-return textbooks. Currently, there is a one week period from the final due date of textbooks before this file is provided. Other responsibilities will include but are not limited to coordinating with the university staff and reporting on inventory levels which requires a full physical inventory once per year, adopted textbooks not checked out, students with no textbooks checked out, full student check out details, and others as requested to ensure policy and procedures are enforced.

19.3 Applicable Terms and Obligation

The terms and obligations of this contract shall be applicable to Bookstore and Textbook Rental Services operated at the University, including locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent to which the specified services shall be provided under this contract on their premises.

19.4 University Right to Inspect and Access the Premises

The University shall have the right of inspection of all Bookstore and Textbook Rental Services areas, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of Bookstore and Textbook Rental Services, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University shall have the right to make, from time to time, reasonable regulations with regard to such matters, and the Contractor agrees to comply with such regulations.

Authorized representatives of the University shall have the full right of access to all areas of said premises at any and all times.

19.5 Space Use

The University permits the Contractor to use such spaces as are necessary to carry out the terms of this contract; such spaces as defined by the University, include areas for Bookstore and Textbook Rental Services equipment and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement of the University and Contractor. University shall provide heat, air conditioning and electricity. The Contractor agrees to exercise care to keep consumption of these energy services to a minimum and to comply with established energy conservation practices, regulations and policies and mutually endeavor to conserve the use of energies.

19.6 Quarterly Business Review

Recognizing that successful performance of this Contract is dependent on favorable response from the users, the Contractor shall meet a least quarterly with the campus Contract Administrator and/or authorized student committees to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff.

19.7 Adjustments to the Contract

After the initial contract year, the parties may upon mutual agreement adjust the specific terms of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to System Administration Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by the System Administration Office of Procurement.

19.8 Required Permits & Licensing Responsibility

The Contractor shall be financially responsible for obtaining all required permits, licenses (including parking) and bonds to comply with pertinent board of Regents, University of Wisconsin System regulations, and municipal, county, state and federal laws and shall assume liability for all applicable taxes including but not restricted to sales and property.

The Contractor shall furnish all supplies, equipment, management and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions and amendments.

19.9 Occupation of Premises

The Contractor shall occupy and use the premises, as defined by the University, only for Bookstore and Textbook Rental Services. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be diligent in reporting service following an interruption. The University shall not be liable for any loss that may result from the interruption or failure of any such utility services.

19.10 Facility Renovation and Depreciation

The Bookstore and Textbook Rental Services currently operate in space within the University's Student Union. The Contractor shall be expected to accomplish at Contractor's expense any minor renovations, redecoration, reconfiguration, equipment replacement, refactoring or other changes as may be necessary or desirable for the provision of services.

All renovations and capital investments in the bookstore and textbook rental facilities must meet University standards and must be approved in advance by the University. The capital investment by the contractor to

renovate and/or install fixtures in the Bookstore and Textbook Rental Services facilities will be depreciated on a straight-line basis over five (5) years. All Bookstore design fees and fees associated with planning the facility renovation shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

If the actual amount spent by the contractor on the capital investment in the facility is less than the amount offered in the contractor's proposal, then the contractor will provide the University with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the capital investment. The selected contractor will provide the University with a full accounting of its capital investment in the facility, including copies of invoices paid to vendors for the facility improvements. Should improvements cost more than what is offered in the proposal they are the contractor's responsibility.

All facility improvements and fixtures shall become the property of the University at the termination of the contract.

The University shall be responsible for reimbursing the undepreciated portion of the facility capital investment contribution if the contract is terminated by the contractor for reasons set forth in Section 15.2, or if the University terminates the contract for reasons other than set forth in Section 15.2. If the contractor terminates the contract for reasons other than as set forth in Section 15.2, the University shall not return any of the facility capital investment contribution.

19.11 Sub-Contracts

The University requires prior approval of all sub-contract agreements associated with Bookstore and Textbook Rental Services the contractor intends to enter into on behalf of the University.

Each contract/agreement shall include specifications which accurately state the responsibilities of the sub-contractor, services to be provided, prices and operational and financial terms, including discounts. Each agreement/contract shall contain a hold harmless provision holding the University harmless and sufficient liability insurance coverage to satisfy the requirements of the University System Risk Management.

The University shall be provided final copy of all resulting contracts/agreements and subsequent amendments by the contractor for the files of UWSA Office of Procurement and the Campus Contract Administrator.

19.12 Profit or Loss

Any profit or loss from the Bookstore and Textbook Rental Services resulting from this proposal after direct costs, Contractor's management and administrative fees and commission or guarantee payments to the University shall remain with the Contractor.

19.13 Certification of Independent Commission Determination

By submission of this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this RFP:

19.13.1 *Independent Pricing*

The commission rate, guarantees and other financial terms in this proposal have been arrived at independently and without consultation, communication or agreement with any competitor for the purpose of restricting competition.

19.13.2 *Commission Disclosures*

Unless otherwise required by law, the financial terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor.

19.13.3 *Restriction of Competition*

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competitions.

19.14 Proposal Signatory Authority

19.14.1 *Pricing Responsibility*

The person signing the affidavit accompanying the proposal is the person in the Proposer's organization responsible within that organization for the decision as to the commissions and other financial terms being offered and for certifying he/she has not participated, and will not participate, in any action contrary to Section B Items 19.11 through 19.12 of this Request for Proposal.

19.14.2 *Pricing Agent Authorization*

The person signing the affidavit accompanying the proposal is not the person in the proposer's organization responsible within that organization for the decisions as to the commissions being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions; and he/she has the authority to certify that such persons have not participated, and will not participate in any action contrary to 19.12 through 19.13 of this Request for Proposal, and as their agent does hereby so certify ; and he/she has not participated , and will not participate in any action contrary to 19.12 through 19.13 of this Request for Proposal.

19.15 General Specifications

19.15.1 *Bookstore Service*

19.15.1.1 *Current Naming Convention*

The bookstore is currently known as "University Bookstore" and the textbook rental program is known as the "Textbook Rental Services". Any proposed change in these names must be approved by the University. All correspondence, billing advertising, identifying University Bookstore and textbook rental promotions shall use these titles and logos. The Contractor shall provide and install necessary signage upon approval by the University.

The Contractor, with approval of the University may use its corporate name, marks, logos or other identifiers to indicate that it is the operator of the campus Bookstore and Textbook Rental Services.

19.15.1.2 Merchandise Inventory and Bookstore Service Operation

The contractor shall own all inventories of bookstore merchandise and assume complete operation and management of the bookstore at the University. The University Bookstore shall carry textbooks for purchase for select courses and supplementary textbook materials, coursepacks, lab books, etc., for all courses. The contractor shall have the sole and exclusive rights on campus to sell new and used textbooks, workbooks, trade books, general reference books, paperback books, stationery, school supplies, college jewelry, novelties, soft goods, greeting cards, art supplies, photographs, recordings, and other merchandise ordinarily sold in campus bookstores. The contractor shall not, under the trade name of the University or any other name, either directly or indirectly, during the life of this agreement, within a radius of five (5) miles of the University sell or lease said merchandise and articles herein above mentioned, either at retail or wholesale. The University may sell supplies for certain class projects to students registered in such classes if such items are not available in the bookstore and if the contractor is either unable or uninterested in providing such supplies.

19.15.1.3 Right to Provide Other Retail

The University, subject to its own discretion, shall retain the right to provide other retail sales operations on campus as determined by the University and as operated directly or through other contract arrangements. However, such other retail sales operations will not unreasonably compete with the primary University Bookstore merchandise categories (i.e., textbooks, trade and reference books, supplies, and emblematic items) or any other merchandise category for which the bookstore contractor has been granted exclusive rights.

19.15.1.4 Areas Not Included in Bookstore Services Exclusivity

The Contractor's recognized exclusive rights do not include merchandise and services sold or offered elsewhere within the University by departments, recognized student organizations, or through other existing arrangements.

The following specific contract exceptions to the exclusivity are cited by the University:

- Athletic Department sponsored sales of emblematic clothing and other emblematic merchandise
- Alumni Affairs/Alumni Association sponsored sales of emblematic clothing and other emblematic merchandise
- University sale of office supplies to University departments or other community-based, not-for-profit or governmental entities
- Recognized student organizations' clothing sales
- University recreation sale of emblematic clothing, other emblematic merchandise and sporting goods
- Convenience area sales
- Class related sales
- Other exceptions which may currently exist

19.15.1.5 Demonstrated Service Ability and Requirements

The Contractor for the University shall demonstrate an ability to:

- Provide aggressive business management in maintaining a quality Bookstore Operation that is responsive to the needs of the University.

- Work closely with faculty, students and administration to ensure that textbook and class material orders are handled expeditiously so that books, coursepacks and other class materials are shelved and ready in time for each rush period and are available as needed throughout each academic term.
- Act immediately with problems of late orders, out-of-stocks, out-of-print and other problems. Minimize the occurrence of issues.
- Communicate closely and continuously with faculty and administration so that a well- coordinated, cooperative approach to problem-solving is ensured.
- Prominently post prices for all items.

19.15.1.6 Store Appearance and Expectation

Provide an attractive store, competitively stocked and marketed, which shall provide for student needs in such areas as stationery, greeting cards, paperback novels, gifts, art supplies, recordings, school supplies, imprinted clothing and other emblematic merchandise, class rings, trade books and magazines, newspapers, caps, gowns and announcements for Commencement, and other lines consistent with what is traditionally found in campus Bookstores and which meet campus needs. The Contractor shall utilize a departmentalized approach to marketing these items. It is expected the Contractor will strive for the creation an attractive array of merchandise to make shopping in the store an enjoyable experience.

19.15.1.7 University Bookstore Need

The Contractor must understand that the Bookstore is vital to the University, both functionally and environmentally. The Contractor shall demonstrate the ability to deal with University needs sensitively while aggressively pursuing the continued development of highly valued campus resource and shall show commitment to conducting its business in a socially and ethically responsible manner. As well, the Contractor shall actively recycle and conserve resources to protect the environment and contain costs to the Contractor, it's methods of doing business and its actions reflection the Bookstore and Textbook Rental Services at the University.

19.15.1.8 National Concern of "Sweat Shop" Labor

An issue of concern nationally and internationally is the use in some countries of "sweatshop" labor in the production of University-licensed apparel and other merchandise that may be sold in the Bookstore. The University believes that it shares responsibility in the worldwide effort to see that such labor practices are ended and that the rights of all workers to earn a living wage in a safe and healthy environment free of harassment or abuse are protected. The Contractor shall have a statement of principle and a set of operating practices that demonstrate commitment to this issue.

19.15.1.9 Desk Copies

Faculty and departments shall be responsible for securing desk copies from textbook publishers as needed.

19.15.1.10 Orchestration of Sales

Sales may be by cash, check, University debit card, University procurement card, or major credit cards (e.g. MasterCard, Visa, Discover, American Express) for all merchandise.

The Contractor shall maintain a special cash register key code for credit card, University debit card, charge sales and the total of such sales shall be reported on a daily basis.

19.15.1.11 Operational Procedures

Prior to the start of the contract, the Contractor and University shall mutually agree to operational procedures for the bookstore. The current operational procedures regarding Textbook Rental Services ordering must be followed and are part of **Attachment No. 3 Appendix II**. Textbook Rental Services reports require the ability to track student textbooks to their individual courses.

19.15.1.12 Rush Periods

Contractor shall provide additional staff and additional cash registers or point of sale equipment in sufficient number as is necessary to minimize customer traffic flow problems and maximize customer convenience during rush periods.

19.15.2 *Professor Published Materials and Coursepacks*

The Contractor shall work with University faculty to develop and sell professor-published coursepacks that contain supplemental readings and other materials determined by faculty to be necessary for the effective teaching of certain courses. The Contractor shall assist in securing from copyright holders the right to reproduce and sell such materials and shall arrange for the production of the coursepacks for sale.

The Contractor must use the University's printing services or University's provider for direct production of such coursepacks for the same charge as would be assessed any University academic or administrative unit. There should not be a middle man involved in coursepack production. Such coursepacks shall be sold in the bookstore at a price, no higher than a thirty percent (30%) gross profit margin or price mark-up over the cost of the production, said mark-up rate to be specified in Contractor's proposal. Contractor will be responsible for determining the number of coursepacks to be produced for each course and will not be reimbursed by the University for any unsold excess copies.

19.15.3 *Food, Beverage and Snack Items*

The Contractor may not sell food, beverage, and snack items beyond the extent such items are currently offered for sale in the bookstore. At the start of the contract, with prior approval of the Campus contract administrator or designee, the Contractor may submit a list of additional products to be sold.

The University shall have the right to interpret whether such items are in conflict with vending or manual food service contracts and make final determination as to their sale. The Contractor shall, at the University's request, provide the University with an item sale price list of all food and snack products intended to be sold. All price changes for food and snack products shall be submitted to the University for prior approval.

19.15.4 *Objectionable Merchandise*

The university shall determine which merchandise is objectionable and in the University's best interest regarding all matters of Bookstore Services and items and publications made available for sale, and the Contractor agrees to cooperate with the University on all such matters.

19.15.5 *Mail Order/Worldwide Web Catalog*

The contractor may develop mail order or Worldwide Web Catalogs of University emblematic clothing and other emblematic merchandise and distribute such catalogs on a periodic basis to the University community and to the University's Alumni Association members. The development, printing, mailing and computer support of such catalogs shall be at the Contractor's expense. All sales generated from these sources shall be commissionable and appear as a separate line item in the revenue and expense report.

19.15.6 *Schedule Operation*

At the start of this contract the Contractor shall comply with the schedule of days and hours of required service for the University Bookstore and Textbook Rental Services areas as identified as part of the Appendix II information and those changes, if any, arrived at by mutual agreement. All service day and hour schedule reduction requests or changes shall be submitted to the University by the Contractor in writing for approval prior to implementation.

Special schedules subject to prior approval of the Director of University Centers shall be established for days and periods such as:

- Winter interim sessions
- Summer sessions
- Vacation and holiday periods
- Registration periods
- Orientation periods
- Special events (football games, state track, etc.)

19.15.7 *Textbook Pricing*

The University shall have the right of prior approval of all pricing policies. The contractor shall adhere to the following textbook pricing policy:

"List Priced" new textbooks will be sold at no higher than the publisher's list price. (i.e., The list-price identified on the publisher's invoice shall be the maximum retail price allowed.)

"Net Priced" new textbooks will be sold at no higher than a 25% gross profit margin. (i.e., The net-price identified on the publisher's invoice shall be divided by .75 to determine the maximum retail price allowed.)

"Pre-Priced" new textbooks will be sold at no higher than the pre-price. (i.e., The pre-price identified on the cover of the textbook shall be the maximum retail price allowed.)

Used textbooks will be sold at no higher than 75% of the current new textbook price.

Course packs and custom published materials (i.e., materials requiring copyright permissions) will be sold at no higher than a thirty percent (30%) gross profit margin.

There will be no add-ons or surcharges to cover freight, handling, publisher restocking fees, etc. (i.e., The above formulas will be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook.)

The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price) or if there is no list price, at prices competitive in the local area and competitive in the university bookstore industry.

The contractor shall sell all other merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the university bookstore industry. Retail prices of general merchandise will not exceed manufacturers' suggested retail prices, if applicable.

The University has the right to audit the Contractor's records, vendor invoices, publisher invoices,. etc., to verify adherence to the established pricing policies.

The University desires a reasonable mix of new and used textbooks in an effort to give students choice and low cost options to new texts.

19.15.8 *Textbook Buyback*

The Contractor may purchase privately owned (i.e. not rented through Textbook Rental Services textbooks no longer needed by the students at the end of each term and throughout the year at the highest market value consistent with adoption information, inventory status, resale value and textbook condition. The Bookstore will buy back books from students at 50% of the current new book selling price for textbooks that have been re-adopted for an ensuing term, regardless of whether the student purchased the textbook new or used. Textbooks that have not been re-adopted for an ensuing term will be purchased at a minimum of the wholesale price, established by national used book wholesalers and published in one of the national used book wholesale buying guides. The buy-back policy shall be established through mutual agreement between the contractor and the University and shall be consistent with the policy proposed by the contractor in response to the University's RFP.

19.15.9 *Non-Stock Ordering*

The contractor, on request from individual faculty, students, staff, University departments and offices, or others, shall place orders for special books and materials, periodicals, subscriptions, and other merchandise of the classifications normally carried. The contractor may require a non-refundable deposit on all orders placed for such non-stock merchandise, and if the order is not claimed in a reasonable period, it may be returned to the supplier.

19.15.10 *Pre-Contract Commitments*

The contractor shall honor the specific commitments of merchandise and textbook orders and service, prices, and other arrangements made by the current operator of the bookstore and University prior to the start of this contract.

19.15.11 *Refunds*

When a student discontinues a class for which books have been purchased, a refund for returned books and materials may be requested by the student. The University and contractor shall mutually determine the procedures and policies by which such refunds shall be made and recorded. Posters and other signs stating the refund policy, as mutually agreed upon, shall be prominently displayed at conspicuous points throughout the Bookstore.

19.15.12 *Course Number Class Counts*

The contractor may request the University furnish the contractor with class counts by course number and section, with access to run reports within the student information system as necessary and available. The figures from this count of the total registrations per course and section shall be applied to the file copy of the textbook adoption form and invoices for purposes of order or re-order.

19.15.13 *Dynamic Operations*

The Contractor shall be alert to changing bookstore service trends, procedures and merchandising patterns evolving throughout the bookstore industry. As a result, the contractor shall be expected to initiate ideas for varied methods of service and merchandising presentations, and by mutual agreement implement these variations within the conditions of this contract.

The Contractor shall offer changes in pace with, or preferably in anticipation of, the change in desires of the University community. The contractor shall conduct a formal customer survey of students, faculty and staff to determine satisfaction, use, and general information. The results of the survey shall be shared with the university community and be used to affect change during each year of the contract. Service evaluation and preference surveys shall be conducted at least annually by the contractor with assistance from the University.

19.15.14 *Promotion*

The University shall encourage and cooperate with the contractor to promote and merchandise its services and products to the fullest extent possible to attract students, faculty, staff and community to enjoy and fully utilize the bookstore facilities throughout the year. The Contractor, with assistance from the University, shall implement, merchandise and promote such service and inventory variations in a manner typically used by commercial operations. Promotion techniques shall consider all campus publicity and advertisement including but not limited to: paid ads in authorized campus publications, radio announcements, posters, table tents, Worldwide Web sites, and approved point of purchase displays. The contractor shall be responsible for publicity and advertising expenses and report special promotions to the Contract Administrator at the end of each semester.

The Contractor shall budget a minimum of point five percent (5%) of net sales for advertising, promotion and related merchandising expenses in each fiscal year. Third party or corporate-level costs associated with these expenses shall not satisfy, in whole or part, these required expenditures. The University may require an itemized accounting of these expenses annually. The cost to the contractor of discounted goods sold or donated for the purpose of promotion shall not be included in this total. The University and Contractor shall mutually determine the priorities for advertising, promotions, and marketing and how specific programs are to be implemented.

The contractor shall cooperate and be supportive of student organizations, building-wide marketing efforts, and student or institutional activities with respect to bookstore services and merchandise. This may include, but not be limited to, sale of merchandise at discounted prices and promotional donation of merchandise.

19.15.15 *Textbook Rental Advisory Committee*

The Assistant to the Vice Chancellor for Administration & Finance will determine the make-up of this committee and will call the committee together once each fall and spring semester. The committee shall assist in the evaluation of Bookstore Services product mix and Textbook Rental Services.

The Contractor shall have in place an active program of continuous quality improvement including an on-going means of obtaining and assessing reactions to Bookstore and Textbook Rental Services including but not limited to:

- Informal discussions with students, university staff, staff and faculty, as they use the Bookstore and Textbook Rental Services.
- Observing reactions and listening to comments about the Bookstore and Textbook Rental Services.
- Periodic short question surveys requesting that patrons comment on a specific policy, sale item, service or program.

19.15.16 *Resale Item Inventory Purchase*
19.15.16.1 Inventory Available for Sale to New Contractor

All resale merchandise, new and used textbooks, lease/rental equipment and such other items as presently sold in the bookstore may be purchased by the new contractor at the start of this contract. At the time of transfer, these inventories shall be mutually agreed upon by the present and new contractor relative to such items as, but not limited to, quantities, inventory price, and total value. Included may be the purchase of unfilled orders placed prior to the start of this contract. The appropriate campus administrator shall be the mediator, if one is required, in the sale of these inventories.

All merchandise imprinted with the University's name, logo, nickname, mascot, seal, etc., shall be purchased by the new contractor at the start of this contract. The purchase price shall be at the current contractor's invoice prices.

On expiration or termination of this contract the inventories of bookstore supplies of the contractor shall remain those of the contractor until purchased by the new contractor. All merchandise imprinted with the University's name, logo, nickname, mascot, seals, etc., shall be purchased by the new contractor at current contractor's invoice price. The University shall act in a coordinating capacity if required until all transactions and arrangements for these inventory purchases or removals have been completed.

19.15.16.2 Final Inventory Verification

The final inventory for purchase shall be taken by the respective contractor with representatives from both assisting and verifying inventory counts.

19.15.16.3 Inventory Completed in Triplicate

The inventory shall be completed in triplicate indicating location of merchandise, description, quantity, current selling price, and unit cost.

19.15.16.4 Maintenance of Control and Accounting

The inventory sheets are to be so numbered as to maintain control and accounting for all sheets.

19.15.16.5 Final Inventory Documentation

One copy of the inventory shall be for each Contractor, and the third copy shall remain at the Bookstore for full verification by University auditors.

19.15.16.6 Inventory at Expiration or Termination of Contract

On expiration or termination of this contract the inventories of bookstore supplies of the contractor shall remain those of the contractor until purchased by the new contractor. The University shall act in a coordinating capacity if required until all transactions and arrangements for these inventory purchases or removals have been completed.

19.15.17 *Personnel, Employment Practices, Staffing and Schedule*

19.15.17.1 Contractor Staff

The Contractor shall maintain on duty in the University Bookstore and Textbook Rental Services a sufficient and neatly attired staff of employees to ensure efficient operation. The University requires the Contractor to warrant they are supplying employees that have passed background checks. This includes management, full and part-time staff including students. The Contractor also agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents for any claims, suits or proceedings alleging a breach of this warranty.

19.15.17.2 Management Personnel Hiring and Assignment

The University reserves the right to approve management personnel hiring and assignment. The contractor's management staff shall cover all operational hours as determined by the University. The management staff shall be evaluated by the University annually using a mutually acceptable evaluation model.

19.15.17.3 Bookstore Manager Requirements

The Contractor's proposed Bookstore and Textbook Rental Services manager to be assigned to the University shall be subject to prior approval of the appropriate University screening designee or committee.

The Contractor's proposed resident Bookstore and Textbook Rental Services manager(s) and successors shall have a minimum of three years lead Bookstore managerial experience in a Bookstore of equivalent textbook and general merchandise volume.

The manager(s) assigned to the University must be approved in advance by the University, shall not be changed more than once per year unless mutually agreed, and not without thirty (30) days advance notice and replacement selection made which is acceptable to the mutually agreed by the University. This position(s) shall not remain unfilled for a period in excess of ten (10) days.

19.15.17.4 Adequate Staff

The Contractor shall at all times maintain on duty at the University an adequate staff of employees for efficient operation. The Contractor shall provide industry expert administrative, equipment consulting, and personnel supervision as mutually determined.

19.15.17.5 Staffing Plan

The Proposer's response to the RFP must include a proposed staffing plan for the Bookstore and Textbook Rental Services. The plan should include a detailed listing of the number and types of employees to be hired in the contracted operation and the applicable salary range and benefit cost.

19.15.17.6 Drug-Free Workplace

The contractor shall establish the bookstore and Textbook Rental Services as drug-free workplaces and shall have, for the full term of this contract, an established drug-free workplace policy covering all of its employees.

19.15.17.7 University Regulations

Personnel of the Contractor shall observe and be subject to all regulations of the University. Failure to do so may be grounds for the University to recommend dismissal from this account.

19.15.17.8 Personnel Relations

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.

19.15.17.9 Student Employment

The University encourages the Contractor to employ as many students as feasible for all positions resulting from this contract other than the manager(s).

19.15.17.10 Employee Lists

The Contractor shall supply the University with a complete list of all employees, supervisors and management assigned work at the University. This list shall be updated during the year by the Contractor.

19.15.17.11 Data Security and Confidentiality

The Contractor will employ best practices to ensure the security of confidential Customer data stored on computer systems under its control.

- The Contractor will adhere to all State and Federal laws regarding data security and confidentiality.
- The Contractor will conduct regular security audits for the protection of confidential data.
- The Contractor must have a documented security program that utilizes national standards such as the PCI-DS.
- The Contractor must have documented policies for security and supply these policies to the University on an annual basis.
- The University retains ownership of student, faculty and staff data and specifies how it may be used.
- All information should be deleted upon termination of the contract.
- The Contractor understands that data loss describes situation in which computer data, including customer names, addresses, course enrollment and/or financial information is revealed to third parties without the consent of the Contractor and the University.

- The Contractor assumes liability for any breach of security that results in data loss.
- In the event of data loss, the Contractor will immediately notify the affected parties in accordance with applicable State and Federal law.
- The Contractor will bear the full cost and liability for notifying affected parties and for any legal action that may be initiated by government.

19.15.17.12 Loss from Dishonest Acts

The Contractor is responsible for inventory, service, and storage area security, including periodic review of key control. The Contractor shall bear any loss from dishonest acts on the part of the contractor's employees.

19.15.17.13 Loan or Lease of Equipment and Merchandise

The Contractor shall not loan, lease, or furnish free or discount equipment or merchandise to employees of the University or any customer as a direct expense without the express written consent of the University.

19.15.18 *Report of Child Abuse or Neglect*

If, in the course of providing services to University of Wisconsin System Institutions, contractor (or its agent or employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its agent or employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in University of Wisconsin System Institution's Child Abuse and Neglect Policy. If the suspected child abuse or neglect involves University of Wisconsin-Superior, the contractor shall also report that abuse to the University of Wisconsin-Superior Office of Equity and Diversity.

19.15.19 *Criminal Background Checks*

The University requires the contractor to warrant they are supplying employees that have passed background checks. This includes management, full and part-time staff. The contractor also agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents for any claims, suits or proceedings alleging a breach of this warranty.

Vendors or Contractors whose employees, affiliates, or volunteers will have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) in the course of the contract represent that these employees, affiliates, or volunteers have satisfied a criminal background check conducted by a criminal background check vendor selected by the Contractor that includes a check of the vendor's proprietary national criminal background check database.

The University reserves the right upon reasonable advance notice to require verification of prior criminal background checks on any employees, affiliates, or volunteers who will be on campus and have routine or unsupervised access to vulnerable populations, to receive confirmation in advance that these individuals have cleared such background check, and to reasonably withhold consent for any individual's presence on campus if no such confirmation is received.

19.15.20 *Social Security Verification Check*

The University requires the Contractor to supply employees that have passed a social security verification check.

19.15.21 *Equipment, Utilities, Supplies and Space Use*

The Contractor shall have the use of specified storage/receiving and sales/merchandise areas, adequate sanitary toilet facilities, and such heat, electricity, communication network, and other utility services, exclusive of telephone service, as may be reasonably required for the efficient performance of the contract.

19.15.21.1 Computer

The contractor should plan on providing computers, with software compatible with the University's, to their employees.

19.15.21.2 Facility Inventory

The Contractor shall provide the University with a physical inventory of storage, display fixtures and capital equipment at the start of the contract. The University and Contractor shall conduct a joint inventory of display fixtures, furnishing, non-capital and capital equipment and mutually agree in writing to the accuracy and adequacy of the resulting inventory lists. Depletion of these inventories shall be replaced by the Contractor at its expense on an as-needed basis. The University and Contractor shall jointly maintain an up-to date physical inventory of display and capital equipment during the term of the contract.

New items or increased inventory of existing items shall be purchased by the Contractor. The Contractor shall be responsible for required repair or replacement of equipment, fixtures and furnishings resulting from the negligence of the Contractor its employees or agents.

19.15.21.3 Repair and Replacement

The University shall be responsible for the cost of repair or replacement of University facilities, except that repair and replacement caused by the negligence of the Contractor or its employees. Where it has been determined by the University that damages were due to the contractor's negligence, the University shall require the Contractor to make and/or pay for the necessary repairs and replacement of said facilities to the complete satisfaction of the University.

The Contractor shall be responsible for advising the University of required facility repairs and replacement. The University may make the necessary repair and bill the Contractor appropriate expenses or may authorize the Contractor to repair damaged and malfunctioning Bookstore and Textbook Rental Services facilities at Contractor's expense. When the University requests the Contractor to be responsible for the maintenance and repair of facilities, the Contractor shall obtain cost estimates for parts and labor from a minimum of three companies. The Company selected shall perform the work using appropriate crafts. All required estimates in excess of five hundred dollars (\$500.00) shall require prior approval of the University before work may begin.

19.15.21.4 Lease Equipment

Bookstore equipment purchased by the Contractor for the purpose of resale, lease, loan rental and/or merchandising display shall be an expense of the Contractor and shall be the property of the Contractor. Vending service is not part of this contract, and at no time may it be added.

19.15.21.5 Utilities

Where necessary, utilities shall be brought to equipment by the Contractor at the Contractor's expense. The cost of connections from the equipment to the provided utility source including all other costs of installation of equipment shall be the contractor's responsibility.

19.15.21.6 Storage of Equipment and Resale Items

The Contractor's equipment and resale items not removed from the University locations on termination of this contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the University. All costs of removal, storage, and product and revue loss shall be the Contractors.

19.15.21.7 Facility Security

The University is responsible for re-keying and replacing lock cylinders, as determined by the University. The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys or Contractor employee turnover.

At the start of the contract the University shall install lock cylinders/combinations and re-key the University's areas to be used by the Contractor for Bookstore and Textbook Rental Services.

The Contractor is responsible for control of keys obtained from the University and those areas for which and when they are used by their representatives. The Contractor or its employees shall be responsible for immediately reporting all the facts relating to break-ins, losses incurred, damage to their equipment or damage to facilities and equipment of the University. The University shall designate the authority that shall receive these reports and be responsible for key issue.

The Contractor is responsible for the purchase and installation of padlocks and other security devices not currently provided by the University for Bookstore and Textbook Rental Services but which may be required by the Contractor to further insure revenue, product or property security within the Bookstore and Textbook Rental Services areas. The Contractor is responsible for all costs associated with the purchase, installation and maintenance of any Bookstore and Textbook Rental Services security systems as may be deemed necessary. The University reserves the right to retain any permanently installed components or wiring of the security systems at no addition expense upon termination or expiration of the contract.

The University and Contractor shall mutually determine the additional security measures as may be required to control unauthorized access to all Bookstore and Textbook Rental Services areas included in this contract. The University and Contractor shall mutually determine their responsibility for the cost to provide initial and future additional security measures not specified.

19.15.21.8 Office Equipment

Office equipment and furniture as necessary for the operation of the Bookstore and Textbook Rental Services has been provided by the University and shall remain the property of the University at the completion of this contract.

19.15.21.9 Surplus

The Contractor has the responsibility to consult with the University on the disposition or use of excess capital or miscellaneous Bookstore and Textbook Rental equipment owned by or leased to the University in accordance with State inventory control procedures.

19.15.21.10 Inventory Storage Prior to Contract Start Date

The Bookstore Contractor shall be provided adequate secure space for inventory storage of equipment, textbooks and materials which may be delivered to the University and held for the Contractor prior to the effective date of the contract.

Any losses the Contractor may experience during the use of the provided storage space shall be those of the Contractor.

19.15.21.11 Point of Sale Equipment

The Contractor, at its expense, shall provide, operate and maintain point of sale equipment for use in the Bookstore which is compatible with the CBORD campus-wide debit card system. The Contractor will be charged annually for the direct costs for the interface from CBORD to the Contractor's system, payable by the 20th day of July. The Contractor shall provide no fewer than four (4) cash registers and five (5) during rush periods, which shall meet accounting and audit requirements of this contract. A computerized system with scanners is required. Ownership of all point of sale equipment shall remain with the contractor upon termination of the contract.

19.15.21.12 Telephone

The University shall provide but charge back the Contractor for all Bookstore and Textbook Rental Services telephone equipment, equipment repair and replacement, line maintenance as well as campus, local and long distance service and all other costs related to phone service.

19.15.22 *Equipment and Facilities Maintenance, Replacement and Sanitation*

19.15.22.1 Compliance with Laws, Ordinances, Regulations and Rules

The Contractor shall operate and maintain Bookstore and Textbook Rental Services in accordance with all laws, ordinances, regulations and rules of Federal, State, University and local authorities including the standards of sanitation, safety and health established by the University. Structural, utility and equipment changes necessary in order to comp with such requirements and standards for which the University is responsible shall be made by the University at its expense.

All material, equipment and supplies provided by the University and Contractor must comply fully with all safety requirement as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards and the Americans with Disabilities Act.

19.15.22.2 Contractor Responsibilities

The contractor shall provide daily housekeeping, cleaning, maintenance, and sanitation service, equipment and supplies for all Bookstore and Textbook Rental Services equipment and areas which shall include, but not be limited to: service, receiving and storage, office and hallways used in conjunction with the Bookstore and Textbook Rental Services. The contractor shall provide these services or acquire them from the University on a mutually agreed chargeback basis and amended to the contract.

The Contractor is responsible for cleaning walls, ceilings, drapes, light fixtures and periodic carpet shampooing and stripping and sealing and waxing of floors in the Bookstore area. The Contractor shall furnish the necessary equipment, labor and supplies at its expense or acquire them from the University on a mutually agreed chargeback basis and amended to the contract.

19.15.22.3 Refuse Removal

The Contractor shall be responsible for refuse removal from Bookstore and storage areas under its management. Containers shall be kept in a clean and satisfactory condition at all times and emptied as often as necessary by the Contractor to maintain sanitary conditions. The Contractor shall be expected to see that the entire service area meets minimum standards of orderliness at all times. Trash and waste shall be placed by the Contractor in a dumpster provided and paid for by the University. The University shall be responsible for premise removal of trash.

19.15.22.4 Environmental Responsibility, Recycling and Waste Management

The Contractor has general responsibility for recycling and waste management and shall comply with University and State Law (P.L. 335) policies and procedures related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs. The University shall arrange for space and/or suitable containers required for recycling. The Contractor shall take corrugated cardboard daily to a campus collection point identified by the University.

Contractor shall develop a program approved by the University, to separate for recycling at least fifty percent (50%) of the following materials that are generated as solid waste by the University and Contractor in relation to Bookstore and Textbook Rental Services:

- Aluminum containers
- Corrugated paper or other container board
- Glass containers
- Magazine or other material printed on similar paper
- Newspaper or other material printed on newsprint
- Office paper
- Plastic containers
- Steel containers
- Containers for carbonated or malt beverages, that are primarily made of a combination of steel and aluminum

19.15.22.5 Failure of Utility Service

The University shall not guarantee an uninterrupted supply of water, steam, electricity, telephone, heat or air conditioning, except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss which may result from the interruption or failure of any such utility services.

19.15.22.6 Fire Extinguisher Equipment

The University shall furnish and maintain fire extinguisher equipment and supplies and the Contractor shall notify the University immediately of extinguisher use.

19.15.22.7 Pest Control

The Contractor shall be responsible for costs and maintenance of pest control for Bookstore and Textbook Rental Services areas.

19.15.22.8 Chargebacks

The University shall issue a monthly chargeback invoice for services provided to Contractor by University, such as telephone, long distance, CBORD, cleaning, maintenance and such other services as mutually agreed upon. The Contractor shall pay each invoice within twenty (20) days of the billing date.

19.15.23 *Accounting, Statements, Audits, Billing Payments*
19.15.23.1 Profit or Loss from Operation

Any profit or loss from the operation of the Bookstore or Textbook Rental Services after direct costs, Contractor's management and administration costs, and commissions or guarantee payments to the University shall be the Contractors.

19.15.23.2 Reporting Period

Not later than the 20th day following the last day of each monthly accounting period the Contractor shall provide the appropriate authority or designee at the University with a complete statement of revenues and expenses and period commission percentage (not guarantee) payment per the terms of this contract. Each monthly statement shall present revenue and expense amounts for the period being reported and fiscal year-to-date with percentage rates given for each item and period. The University reserves the right to advise the Contractor of the expense and revenue categories required for each period statement. The University's fiscal reporting period is July 1st through June 30th and it is desired that the Contractor's year –to-date reports correspond with this period. A quarterly statement shall be supplied to the University of Wisconsin System Administration (UWSA) Office of Procurement by the contractor

19.15.23.3 Record Retention/Audits

Register readings, returns and allowance records, billing copies and all other records pertaining to the operation of the Bookstore and Textbook Rental Services, including but not limited to, number of transactions per day, average transaction size, selling price of items vs. cost of items, textbook invoice records shall be open for inspection and/or audit by the State and/or University of Wisconsin System. The Contractor shall keep in a safe place all financial records and statements pertaining to the operation of the Bookstore and Textbook Rental Services at the University for a period of five (5) years from the close of each year's operation, and the University shall be informed by the Contractor of the schedule of the Contractor's audit of the Bookstore and Textbook Rental Services records and operation at the University. The University shall have the option to participate in such audits and shall receive full report disclosure of these audits.

19.15.23.4 "Z" Key Readouts

The Contractor shall advise the University of the last day of each monthly accounting period. On the last day of each accounting period, the University may use a "Z" key to jointly read out the sales recorded on each non-reset register meter. Both the number of previous non-reset meter readings and total sales shall be recorded. A daily register sales summary shall be provided the University at the close of each business day.

At the end of each accounting period, the Contractor shall provide the University the "Z" key readout tape totals for each cash register used during the period. These tapes shall show total sales category where required for the period and ending non-reset meter readings. The recorded sales for each register shall be used by the University to reconcile reported period sales and commission payments.

19.15.23.5 Statement Review

On request of the University, the Contractor shall meet with the University and review each monthly statement, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the

required services included in this contract. Monthly statement adjustments required as a result of this review shall be reflected in the following period statement.

19.15.23.6 Revenue and Expense Statements

The Contractor's revenue and expense statements and their contents shall be retained, used and treated in strict confidence by the University. The Contractor's revenue and expense statements, in total, shall not be provided third parties without the express prior written approval of the contractor. Required proposal submittal and contract related appendix information are subject to public disclosure by the University in accordance with open records laws.

19.15.23.7 Contractor Losses

The Contractor shall exercise maximum control over all cash sales transactions and is responsible to recommend conditions and equipment which may be needed to maintain this control. All losses incurred by the Contractor in the process of operation of the Bookstore due to theft, fire, accident, spoilage, protest, etc. shall be the responsibility of the Contractor.

19.15.23.8 Guarantee Payments

For each full University fiscal year during the life of the contract, the Contractor shall pay the University that portion of commissions due, if any, to equal the guaranteed annual commission required in this contract. Payment shall be made by the 20th day of the following accounting period and recorded as commissions paid in the year the guarantee was due.

Upon authorized and mutually agreed early termination of this contract, partial year guarantee commissions due, if any, shall be calculated by dividing the prior year commission earned through the date of termination by the prior contract year total commission or guarantee received whichever is greater. Multiply the resulting percent prorated commission received the prior year by the annual guarantee required per proposal submittal. If the resulting prorated guarantee is greater than the commissions received to date of termination, any balance due shall be paid the University by the 20th day of the following accounting period.

19.15.23.9 Late Payments

Commissions or guarantee payments not received by the University on the 20th day following the last day of the month in which it was earned shall be paid by the Contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentages and conditions the State of Wisconsin uses for delinquent income tax.

19.15.23.10 Department Billings

Contractor shall bill University departments directly for all Bookstore purchases and services provided for University departments and offices on a charge basis, including the purchase of textbooks for the Textbook Rental Services and the University shall pay contractor within thirty (30) days after receipt of the invoice.

The University shall follow required procedures for interest payment on invoices for Bookstore and Textbook Rental Services when submitted per required procedures unless the Contractor provides the University written permission to waive the interest penalty on a specific invoice.

19.15.23.11 Unpaid Accounts

At the end of each year of the contract or on expiration or termination of the contract any unpaid accounts that are deemed uncollectible shall remain the responsibility of the Contractor. Commissions shall be paid to the University on charged sales in the period in which they were earned and not upon collection date. The Contractor shall not be reimbursed for Commissions paid on uncollected accounts.

19.15.23.12 Commission and Annual Guarantee

Net cash, point and charge sales (gross sales less State Sales and local Tax) shall result in a first year commission return to the University expressed as a percent of these sales or an annual guaranteed total commission per year of two hundred and sixty-five thousand dollars(\$265,000), whichever is greater. The proposer at its option, may elect to quote a lower maximum annual guarantee.

19.15.23.13 Tax Computation

Refunds shall be deducted from gross sales prior to computation of State and county sales tax and commission payments.

19.15.23.14 Management Fee Payments

The University shall reimburse the Contractor semi-annually a total of five (5%) percent for a management fee based on the cost of goods acquired for Textbook Rental Services. The Contractor shall invoice the University in January and July for the previous six month period.

The cost of goods acquired for rental, such cost of goods to be defined to include the actual invoice cost of materials from publishers or other sources. Returned textbooks shall be included within the management fee calculation, however shipping cost and other expenses (supplies, etc.) associated with operation of the Textbook Rental Services shall not be included within the management fee calculation.

19.15.24 *University Policies*

While there may be exceptions, in general the requestor will have an expectation to follow the University's policies and allow them to guide their actions within the areas of campus signage, email creation and formatting, backpack usage, etc. Contractor should work with campus partners on these initiatives, with a final approval granted by the Contract Administrator.

20 Miscellaneous

20.1 Ability to Separate

Ability to Separate: If any provision of the contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

20.2 Waiver

Waiver: A waiver by either party of any terms or conditions, provisions, or covenants of this contract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements

contained in this contract shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

20.3 Amendments

Amendments: This contract may be modified or amended in writing signed by authorized signatories of the Contractor and University.

20.4 Adverse Interests

Adverse Interests: During the term of this contract and any renewals, the Contractor will not provide services nor enter into any agreement to provide services to a person or organization that has interests that are adverse to the University. If the University believes that the Contractor is violating this paragraph, the University will notify the Contractor in writing by certified mail. The University and the Contractor will meet and discuss the alleged violation within thirty (30) days of such notice and in good faith seek a mutually acceptable resolution.

20.5 Assignments

Assignment: Contractor shall not assign or subcontract any of its rights or obligations under this contract in whole or in part without prior written consent of the University. Any attempted assignment or subcontracting without consent shall be void and of no effect.

Section C

1 Cost Proposal

Subject: Bookstore and Textbook Rental Services for the University of Wisconsin-La Crosse.

We, the undersigned, in compliance with the Request for Bid No. PS-19-2452 for Bookstore and Textbook Rental Services dated January 14, 2019 hereby bid the following Cost Proposal to the University of Wisconsin-La Crosse for Bookstore and Textbook Rental Services as follows: (In making these Cost Proposals we acknowledge that we have read and understood this Request for Proposal (RFP) and hereby submit our Cost Proposal in accordance with the terms and conditions of the Request for Proposal (RFP) specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.)

1.1 Commission and Annual Guarantee (175 points)

The undersigned shall agree to pay the University a period commission of:

_____ percent (_____%)

or an annual guarantee of two hundred and sixty-five thousand dollars (\$265,000) per year **whichever is greater**.

The undersigned shall agree to pay an annual guarantee of two hundred and sixty-five thousand dollars (\$265,000) per year or, at its option, elects to quote a **lower** annual guarantee of:

_____ (\$_____).

Note: **Do not make an entry on this option unless a lower annual guarantee is intended.**

1.2 Signing Bonus (125 points)

The undersigned shall agree to pay a signing bonus of two hundred and fifty thousand dollars (\$250,000) per year or, at its option, elects to quote a **higher** signing bonus of:

_____ (\$_____).

THE BELOW ADDENDA HAVE BEEN RECEIVED AND CONSIDERED IN PREPARATION OF THIS BID. PLEASE COMPLETE THE ACKNOWLEDGMENT BY SIGNING AND INSERTING THE DATE OF THE ADDENDA.

WE ACKNOWLEDGE: ADDENDUM #1 _____ DATE _____
 ADDENDUM #2 _____ DATE _____

SIGNED _____

TITLE _____

FIRM _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

TELEPHONE _____

FAX _____

EMAIL _____

FEIN _____

Section D

1 Attachment No. 1 - Standard Terms and Conditions

Standard Terms And Conditions (Request For Bids / Proposals)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other

Standard Terms And Conditions (Request For Bids / Proposals)

terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

regarding this clause are available from the contracting state agency.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the

Standard Terms And Conditions (Request For Bids / Proposals)

contractor to comply with terms, conditions, and specifications of this contract.

Bidders are encouraged to bid products with recycled content which meet specifications.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible.

2 Attachment No. 2: Appendix No. 1

APPENDIX I
UNIVERSITY OF WISCONSIN-LA CROSSE

The University provides the following pertinent information along with service specifications to potential proposers for Bookstore and Textbook Rental Services. Further, publications and additional information as listed in Appendix II will be available and held by the University for later evaluation by prospective proposers. The information is for the most recent and complete fiscal year. Projections may be used where necessary.

2.1 Estimated University Population

Student Enrollment						
2017-18 Enrollment by Semester						
	Undergraduate		Graduate		Total	
Fall 2017	Headcount: 9,681 SCH: 137,188 FTE: 9,145.87		Headcount: 818 SCH: 7,792 FTE: 649.33		Headcount: 10,499 SCH: 144,980 FTE: 9,795.20	
Winterim 2018	Headcount: 923 SCH: 2,588 FTE: 172.53		Headcount: 172 SCH: 419 FTE: 34.92		Headcount: 1,095 SCH: 3,007 FTE: 207.45	
Spring 2018	Headcount: 8,845 SCH: 125,669 FTE: 8,377.93		Headcount: 772 SCH: 7,295 FTE: 607.92		Headcount: 9,617 SCH: 132,964 FTE: 8,985.85	
Summer 2018	Headcount: 2,426 SCH: 12,570 FTE: 838.00		Headcount: 712 SCH: 5,099 FTE: 424.92		Headcount: 3,138 SCH: 17,669 FTE: 1,262.92	
2018-19 Projections by Semester (*Estimates)						
	Undergraduate		Graduate		Total	
Fall 2018	Headcount: 9,702 SCH: 138,186 FTE: 9,212.40		Headcount: 867 SCH: 7,895 FTE: 657.92		Headcount: 10,569 SCH: 146,081 FTE: 9,870.32	
Winterim 2019*	Headcount: 925 SCH: 2,607 FTE: 173.79		Headcount: 182 SCH: 425 FTE: 35.38		Headcount: 1,107 SCH: 3,032 FTE: 209.17	
Spring 2019*	Headcount: 8,864 SCH: 126,583 FTE: 8,438.88		Headcount: 818 SCH: 7,391 FTE: 615.95		Headcount: 9,682 SCH: 133,974 FTE: 9,054.83	
Summer 2019*	Headcount: 2,431 SCH: 12,661 FTE: 844.10		Headcount: 755 SCH: 5,166 FTE: 430.53		Headcount: 3,186 SCH: 17,827 FTE: 1,274.63	
Faculty & Staff						
FTE by Employment Category						
	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Academic Staff	363.5	391.62	407.75	425.25	423	462.5

University Staff	344.25	346.25	335	316.5	304.25	301.5
Faculty	382.25	389.25	393.6	382.25	378	377.5
Limited	46	47	46.8	54	52.92	51.92

2.2 Net Revenues by Item Category Sales

Net Revenues by Item Category Sales for Fiscal Years 2017& 2018 & 2019 Projection			
Category	2017 Fiscal Year Sales	2018 Fiscal Year Sales	2019 Projected Fiscal Year Sales
New Textbooks	468,386	401,505	382,885
Used Textbooks	14,633	10,763	10,732
Digital Textbooks	1,126	168	278
General Books/Non-Emblematic	23,658	22,339	20,369
School Supplies	76,827	91,288	94,224
Technology	17,218	31,272	30,228
Apparel	799,604	905,012	960,000
Gifts	116,795	131,310	136,843
Convenience/Graduation	110,580	115,782	95,000
Book Rental	20,033	20,133	19,480
Total	1,648,860	1,729,572	1,750,039

Inventory Value at CostInventory Value at Cost as of July 1, 2018	
New Textbooks	63,721
Used Textbooks	11,035
Digital Textbooks	0
General Books/Non-Emblematic Inventory	14,202
Supplies	30,803
Technology	34,134
Apparel	174,476
Gifts	30,836
Convenience/Graduation	13,555
Book Rental	0
Total	372,762

2.3 Bookstore Areas

Bookstore Areas	
Area	Assignable Square Feet
Bookstore	6,285
Textbook Rental	6,122
Offices	643
Receiving Area	2,293
Other (display, break room)	259
Total	15,602

2.4 Textbook Rental Inventory for Fiscal Year 2018-19

Textbook Rental Inventory for Fiscal Year 2018-19	
Textbook Titles	2712
Number of Textbooks	125,009
Inventory Value	\$12,557,283

2.5 Textbook Rental Purchases

Textbook Rental Purchases	
Fiscal Year	Amount
2017-18	1,354,494
2016-17	1,389,794
2015-16	1,547,374
2014-15	1,465,390
2013-14	1,534,494

3 Attachment No. 3 Appendix No. 2

APPENDIX II

UNIVERSITY OF WISCONSIN-LA CROSSE

In an effort to provide the prospective Contractor with additional pertinent facts about the University, the following information shall be accumulated by the University and held. At the time proposers evaluate the University, copies of this information may be requested by each prospective proposer in addition to other reasonable data and information which may be requested at that time.

1. Standard meeting (class) patterns
2. Copy of the University Records & Registration department dates & deadlines
3. Copy of Bookstore Refund Policy
4. Hours of Operation
5. Bookstore and Textbook Rental Services floor plan layouts
6. Textbook Rental Services Policy & FAQ

Reports:

- Semester
 - List of students that have books checked out
 - Students that have not checked out 100% of textbooks on booklist
 - Listing of students that have checked out duplicate textbooks, textbooks outside of those on their book list, and/or are designated as audit only.
 - Newly adopted books by instructors that are not utilized on a booklist
 - Textbooks with 50% inventory needing replacement due to wear and tear
 - Fees and fines due to un-shelved, late, damaged, or unreturned textbooks both at the end of the semester as well as those related to a dropped course within the first 5 days of classes.
- Monthly
 - List of all available inventory within Textbook Rental with the following information:
 - Subject
 - Title
 - ISBN
 - Author
 - Edition
 - Copyright
 - Term Purchased
 - Quantity Available
- Annual
 - Contractor to coordinate a full physical inventory check with explanation of variance and cycle counts provided.

4 Attachment No. 4 - Vendor Information - DOA-3477**VENDOR INFORMATION**

1. Proposing Company Name: _____

Fein: _____ Fax: _____

Phone: _____ Toll Free Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

2. Name of person we may contact in the event there are questions about your Proposal.

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____

3. Vendor that is awarded this contract will be required to submit affirmative action information to the University. Please name the person in your company we may contact about this plan.

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____

4. Mailing address where state purchase orders are to be mailed.

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____

RETURN THIS PAGE WITH PROPOSAL

5 Attachment No. 5 – Vendor Client Reference - DOA 3478

Vendor Client Reference

Company 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

Company 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

Company 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Company 4 Name: _____ **Email:** _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

RETURN THIS PAGE WITH PROPOSAL

6 Attachment No. 6 – Bank Reference

Bank Reference

Bank 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 4 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

RETURN THIS PAGE WITH PROPOSAL

7 Attachment No. 7 – Terms and Conditions

TERMS AND CONDITIONS

If awarded this PROPOSAL, we agree to all the terms and conditions of this PROPOSAL (including all attachments), PROPOSAL addenda and revisions, and the Proposal of the successful Proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. I understand that failure to accept and carry out this contractual agreement in its entirety may result in a cancellation of award.

Proposer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

8 Attachment No. 8 - Proposer Information

Proposer Information

Contractor: _____

Ordering/Expediting: _____

Invoice Information: _____

Contract Renewal/Cancellation: _____

Contract Problems: _____

Returns: _____

Phone No.: _____

Fax No.: _____

RETURN THIS PAGE WITH PROPOSAL

9 Attachment No. 9 – Designation of Confidential and Proprietary Information DOA 3027**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

THE ATTACHED MATERIAL SUBMITTED IN RESPONSE TO Proposal No. PS-13-2329 includes proprietary and confidential information which qualifies as trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this Proposal/Proposal Response be treated as confidential material and not be released without our written approval. We request that the following pages not be released:

Section	Page#	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

This does not apply to Proposal or Proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances. Failure to include this form in the Proposal/Proposal Response may mean that all information provided as part of the Proposal response will be open to examination and copying. The state considers other markings of confidential in the Proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name Authorized Representative

Company Name

Signature Authorized Representative

Date

RETURN THIS PAGE WITH PROPOSAL

10 Attachment No. 10 Affidavit

University of Wisconsin System
780 Regent Street
Madison, WI 53715

This completed affidavit must be submitted with the bid/proposal.

Proposer Preference: Please indicate below if claiming a proposer preference:

- ☐ Minority Business Preference (§ 16.75(3m), Wis. Stats.) – Must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6th floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.
- ☐ Work Center Preference (§ 16.752, Wis Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6th floor, PO Box 7867, Madison WI, 53707 or (608) 266-2553

American-Made Materials: The materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown ☐ N/A (Does not apply)

Services Performed in the United States (2009 Wis Act 136): All services provided to the University of Wisconsin System or any of its campuses under this proposal will be performed in the United States.

☐ Yes ☐ No ☐ N/A (Does not apply)

Non-Collusion: In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor, or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the State of Wisconsin in this Announcement of Bid/Proposal and the terms of our Bid/Proposal.

Authorized Representative:		Title:	
	(Type or Print)		
Authorized Representative:		Date:	
	(Signature)		
Company Name:		Telephone:	

11 Attachment No. 11 - Checklist

**PS-19-2452
Bid Submittal Checklist**

Required Cost Proposal Forms (Must be Sealed in a Separate Envelope):

☐ Section C, Item 1.1 Commission Bid Submittal

☐ Section C, Item 1.2 Annual Guarantee

Required Proposal Documentation (With No Mention of Cost Proposals):

☐ Attachment No. 4 – Vendor Information DOA 3477

☐ Attachment No. 5 – Vendor Client Reference DOA 3478

☐ Attachment No. 6 – Bank Reference

☐ Attachment No. 7 – Terms & Conditions

☐ Attachment No. 8 – Proposer Information

☐ Attachment No. 9 – Designation of Confidential And Proprietary Information

☐ Attachment No. 10 – Affidavit

Note: This checklist is to help proposers ensure their submittal packet is complete. This sheet does not need to be returned as part of the proposal submittal.