

PERU STATE COLLEGE BOOKSTORE REQUEST FOR PROPOSALS 2023

CONTACT: Dr. Wendy Waugh, Vice President for Academic Affairs

Sealed Proposals subject to the conditions made a part hereof will be received until **January 22, 2024 at 3:00 p.m.** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS SHOWN BELOW.

IMPORTANT NOTE: Indicate firm name on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to: Dr. Wendy Waugh, Vice President for Academic Affairs
Peru State College
PO Box 10
Peru, NE 68421
(402) 872-2222

Contractor Name _____

Contractor Address _____

Commission Return to College _____

Contractor Agent _____

(Typed name and title)

(Signature)

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms in order to establish a three (3) year contract with up to two (2) additional one-year terms for a maximum of five (5) years through competitive negotiation for providing a full service Bookstore operated either online or on site to serve Peru State College, hereinafter referred to as the "College".

II. BACKGROUND

A. Institutional History

Peru State College is a public, comprehensive institution located in Peru, Nebraska, a rural community of approximately 800 residents. The College offers courses of study at the undergraduate and Master's levels. Its primary service region is the southeast region of Nebraska, with the majority of out-of-state students coming from southwest Iowa, northwest Missouri and northeast Kansas. The College offers a mix of innovative online and traditional classroom undergraduate and graduate programs, including online graduate degrees in education and organizational management. The College also delivers instruction to high school students through the dual credit program and is governed by the Board of Trustees of the Nebraska State College System.

The College currently employs just under 200 full-time employees, with around 53 full-time faculty. A limited number of individuals, both student and non-student, are employed on a temporary, hourly basis to supplement the permanent staff. Food service and bookstore employees hired by contracted Contractors are not included in the College's employment figures

B. Enrollment Data (Fall)

Year	FTE	Headcount
2016-17	1,602	2,519
2017-18	1,515	2,571
2018-19	1,504	2,349
2019-20	1,613	2,950
2020-21	1,484	2,632
2021-22	1,412	2,613
2022-23	1,299	2,391

C. Description of Present Bookstore Facility

The campus bookstore is an on-line shopping platform that is fully integrated with the Peru State's student information system (SIS), enabling students to see a personalized list of required textbooks and order books for an entire term in less than five minutes. Students are also able to seamlessly apply financial aid to their course material purchases. The College's SIS vendor is PeopleSoft and Canvas is the College's Learning Management System vendor.

The on-line shopping platform allows faculty to easily select their required textbooks for the upcoming semester and provides administration the ability to run multiple types of reports.

Should the Contractor propose to operate an on-site bookstore, the College currently has a Spirit Shop *that is located on the main level of the Student Center adjacent to the main entrance on the campus in Peru. The Spirit Shop consists of 1,100 square feet of retail space, and additional space for office and storage.*

D. Bookstore Sales Figures

The sales totals from January 1, 2022, to December 31, 2022, equal \$315,393.60. The unit breakdown is as follows:

Category	Units
New	903
Used	506
Rentals	1,249
eBooks	2,012
Merchandise	16
Marketplace	164
Total	4,850

E. Employee Information

Bookstore operator if providing on-line shopping platform shall provide 24/7 customer service via a toll-free number.

If the Contractor proposes an on-site bookstore they shall provide competent personnel to operate the full-service bookstore. If operating on site, a minimum of one full-time manager and one part-time (20 hour per week minimum) staffing plan is required.

III. GENERAL INFORMATION AND PROPOSAL REQUIREMENTS

A. Program Objectives

The College is seeking a qualified contractor to operate a full-service Bookstore either on site or online. The College's overall goal in soliciting a Contractor to provide a full-service Bookstore management service is to improve satisfaction in the providing of books to students that is currently being provided by an on-line shopping platform. It is essential that the Bookstore be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff. Products, prices and services must promote confidence that the College community is obtaining the best possible combination of quality, customer service and price.

B. Scope of Work

During the term of the Contract between the College and the Contractor, the Contractor shall operate a full-service College bookstore.

C. Term

The Contract shall commence on July 1, 2024, and continue for a period of three (3) years with up to two (2) additional one-year terms for a maximum of five (5) years ending June 30, 2029.

D. Requirements of a Proposal

In order to be considered responsive to the College's RFP, the Contractor must include and/ or acknowledge all of the following in their proposal.

1. RFP Cover Sheet

Return of the RFP cover sheet, signed and filled out as required.

2. Addenda

A written addendum may be issued prior to the bid/proposal opening which may modify, supplement or interpret any portion of this request. No verbal or written information from other sources are authorized as representing the College.

3. Neb. Rev. Stat. §§ 4-108 to 4-114 Employee Work Eligibility Status

The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the contractor is an individual or sole proprietorship, the contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at www.das.state.ne.us. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. The attestation form and USCIS documents (if applicable) must be attached to the contract. The contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

4. Equal Opportunity Statement

The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, gender identity, sexual orientation or sex. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision

in all subcontracts for services allowed under this contract.

5. Policies
Contractor's pricing, refund, and discount policies.
6. Exceptions
Summary of any specifications, requirements, terms, conditions, and provisions in the College's RFP that the Contractor will not conform to.
7. Authorization
Signature of authorized officer of the Contractor, with names of each person signing typed or printed below the signature.
8. Complete Client List
A list of stores where the Contractor is currently operating a full-service college or university bookstore. For each location indicate the length of time the Contractor has held the contract for the operation of the full-service bookstore, and provide the name, address, and telephone number of a college or university official with the authority over the bookstore operation who can be contacted concerning the operation of the on-site or on-line bookstore while under the management of the Contractor.
9. Financial Statement
A certified financial statement of the Contractor's last two fiscal years.
10. Textbook Cost
Detail your company's method to ensure students are presented with the lowest cost textbook options. How does your company maximize the number of quality used, rental, and marketplace books for each adopted book?
11. Management Structure
An organizational chart showing the management structure of the Contractor with a description of the qualifications and credentials and the location of both upper-level management and regional management support staff. In addition, if Contractor is proposing operating the bookstore on site, Contractor should provide a personnel structure for the store.
12. Corporate Support
Description of corporate support services and programs that will be included by the Contractor. This includes service to students purchasing books, faculty selecting textbooks and administrators requesting information and/or reports.
13. Discontinued List
Provide a discontinued client list of all college and university accounts that were canceled or not renewed in the past five years, including the reason for termination. Provide contact information (name and telephone number) for college or university administrator responsible for the bookstore.

14. Customer Service

Methods the Contractor will utilize to ensure customer satisfaction with the bookstore services provided. The College expects Bookstore management to fulfill the highest standards of customer service at the most reasonable cost to its consumer base. Convenience, quality, and value are primary considerations. Describe your customer service philosophy. What methods will you use to evaluate the success of your customer service program? What efforts will you make to assess the needs of and gather input from campus stakeholders? Please provide a narrative that illustrates planned improvements to the books and how respondent will ensure quality customer service.

15. Textbook Services

Describe your textbook services. How will you communicate with faculty or other designated academic officials to ensure required, recommended and suggested course materials are available in a timely fashion and in sufficient quantities? Describe your course pack and custom publishing services. Do you offer digital delivery of course packs? Explain your used textbook program. Describe your textbook rental program, if any.

16. Policies/Programs/Procedures

Respond to the questions below concerning the operation of a full-service online Bookstore:

- a. Describe management and operations plans for the operation of Peru State College Bookstore website. Include your marketing plan and how the bookstore will develop relationships with faculty and market textbooks and course materials to students.
- b. Describe the transition plan to make the bookstore operational by July 1, 2024.
- c. Describe the process a student would follow in order to locate and obtain course materials and pricing for all registered courses.
- d. Describe the refund policy for course materials including the process for requesting a refund, time anticipated for receiving refund, method of payment etc.
- e. Describe the process to correct an error if wrong materials received.
- f. Describe how you train faculty, students and administrators to use the bookstore.
- g. Describe how your company plans to ensure compliance with the Federal Educations Rights and Privacy Act (FERPA).
- h. Explain how your company provides Financial Aid Integration.
- i. Detail your company's textbook rental program and availability.
- j. How does your company address Academic Freedom for faculty? Example: can faculty keep old additions for textbooks or will new additions be substituted.
- k. How does your company plan to ensure access codes for textbooks are accurate and work properly?

17. Other

Other such information as the Contractor deems pertinent for consideration by the College.

18. Signed proposal certification (Cover page).

E. Proposal Preparation and Submission

1. Prospective Contactors are instructed to deliver one (1) electronic and two (2) complete paper copies of the bid and proposal, enclosed in one sealed box or other package, in a manner that assures receipt by 3:00 p.m. local time on January 22, 2024. Please be advised that no mail or package carrier guarantees overnight delivery to Peru, Nebraska. Package must be sealed and designated prominently BOOKSTORE PROPOSAL. All proposals must be received at Peru State College, PO Box 10, 600 Hoyt Street, Peru, NE 68421 by the January 22nd deadline. There will be a formal opening at that time. Any proposal received after the bid closing date and time will not be accepted and returned unopened to the bidder.
2. Proposals may be withdrawn or amended at any time prior to the closing date and time.
3. Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Failure to submit all information requested may result in the College requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information, may be rejected by the College. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
5. Each copy of the proposal should be bound or contained in a single volume where practical.
6. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Nebraska Public Records Law. Trade secrets or proprietary information submitted by the Contractor shall not be subject to public disclosure under the Nebraska Public Records Law. Any confidential or proprietary data must be clearly marked.
7. The Peru State College will evaluate all proposals fairly and equitably based on its opinion of the Respondent's overall qualifications, customer service record, financial return to the College, fit into culture of the institution, as well as, compliance with the requirements of the RFP.

F. Award

1. Award will be made to the Contractor who is determined by the College to best meet the needs and objectives of the College community. The College reserves the right to

reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Contractor proposing the highest commission return according to its own judgment of its best interest.

2. In awarding the Contract, the College will consider a number of factors in combination in evaluating the proposals submitted. These factors will include the following which are not listed in order of importance:
 - a. Contractor's record of performance and service in higher education bookstore operations.
 - b. Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provisions.
 - c. Contractor's response to College's objectives.
 - d. Contractor's pricing and refund policies.
 - e. Service aspects of Contractor's proposal.
 - f. Commission return to the College.
 - g. Customer relations in existing Contractor operated bookstores.
 - h. Contractor's ability to render satisfactory service in this instance.
 - i. Review of recommendations with respect to Contractor's bookstore operations at other similar universities and colleges.
 - j. Extent of Contractor's size, credit standing, financial record, stability, and management.
3. Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College and/or be invited to meet with College officials for clarification and questions. The College will schedule the time and location for these presentations. Oral presentations are an option of the College and may or may not be conducted.
4. After proposals have been reviewed, visits may be made to selected institutions under contract with Contractors to assist the College in its choice of Contractor.
5. Additional information may be requested while bids and proposals are under consideration.
6. The successful Contractor will be notified of the award in writing.

G. Schedule

The schedule for this RFP is as follows:

Release of RFP

November 16, 2023

Written Question Deadline

December 15, 2023

- Prospective Contractors may submit questions by email to bookstoreRFP@peru.edu or by mail to Wendy Waugh, Vice President of Academic Affairs, Peru State College, P.O. Box 10, Peru NE 68421.

Response to Written Questions Posted

January 8, 2024

- All prospective vendors will be able to view the answers to vendors' questions at the College's website, www.peru.edu/rfp/.

Proposal Opening

January 22, 2024

- Proposals submitted in response to this Request for Proposal must be received by 3:00 p.m. CST on Monday, January 22, 2024, in the Office of the Vice President for Academic Affairs, Third Floor, Room 304, Administration Building, Peru, NE 68421, at which time and place the names of prospective contractors submitting proposals will be read in public session.

Award and Notification to Successful Contractor April 19, 2024

- The Board of Trustees will consider approving the recommendation of the Peru State College President for award of a bookstore contract. Subsequent to action by the Board of Trustees, all vendors who submitted proposals will be notified of the Board of Trustees' action.

Contract Date and Commencement of Service

July 1, 2024

****Please note**** This schedule is subject to change. In the event that the schedule does change, changes will be posted at www.peru.edu/rfp/

IV. Specific Requirements

The following sections of this RFP outline in general terms the service requirements of the College and the rights and responsibilities of both the College and the Contractor. Because a bookstore operation is service-oriented and flexible in nature, the data, requirements and specifications presented herein are intended to serve only as a general guideline for each Contractor's proposal. While all of the service and administrative requirements promulgated by the College are mandatory, each Contractor is expected and encouraged to submit a full proposal which adequately describes in appropriate detail the features and benefits which would result from selection of their program. Therefore, proposals must incorporate all of the specific data outlined in the following sections as well as a narrative program description.

A. Financial Requirements & Administration

1. Financial Responsibility. The Contractor shall have complete responsibility for the financial administration of the online bookstore. Such responsibilities include, but are not limited to, ordering books, billings and collections from third parties, processing payments for all merchandise, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
2. Licenses, Permits, and Taxes
 - a. The Contractor shall secure and pay for all federal, state, and local licenses and permits required for the online College Bookstore operations provided for herein. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the online College Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
 - b. The Contractor will be granted the right to use the College's name, logo and seal

for branding of the Website, provided that the College's name is not used for Contractor/product endorsement.

3. Commission. During the contract period, Contractor will pay College an agreed upon annual commission on all gross sales. Payment of commission shall be made on a monthly basis not later than 21 days following the end of the month. Operator shall maintain a complete record of all sales which shall be available to the Owner for inspection at any time. A summary of the monthly or annual sales shall be presented to the College with such payment of monthly commission. The term gross sales means the entire amount of the actual sale price excluding sales tax. Respondents should provide a detailed schedule of commissions to be paid to the College from the right to operate the Bookstore. It is expected that the schedule will establish thresholds to allow the College to participate in sales growth over time. It is further expected that commissions will be based on gross sales less, voids, refunds, and allowances. Respondent should also state what level of commission is guaranteed.

B. Specific Services The Bookstore Operation Will Provide

1. The Contractor shall stock in sufficient quantity, and offer for sale:
 - a. All required, recommended, and suggested text and course books, whether new or used, in editions specified by the faculty or other designated departmental representatives;
2. Ensure the timely acquisition of all required and recommended texts in sufficient numbers to meet enrollment demands. The College assumes no liability whatsoever to the Contractor for loss or damage sustained by the Contractor in the event estimates furnished differ from actual demand.
 - a. Adequate supply of used textbooks, where available, is required. Rental option must be available for all textbooks.
 - b. Ensure timely delivery of textbooks and course materials to students attending online and off-site locations.
 - c. Should the Contractor propose operating on the College campus in the bookstore facility designated, the Contractor shall maintain a sufficient range and depth of inventory of College-branded apparel and merchandise, trade books and other general merchandise to satisfy reasonable student sales demand.
 - d. The Contractor shall provide for charge sales of books to students, faculty, and staff through Master Card, Visa, and American Express. The Contractor may also provide for charge sales to students and the College where appropriate on its own accounts.
3. In its provision of books, the Contractor will prepare (in a form acceptable to the College) and distribute electronically to faculty members requisitions for books for each semester. The College will make reasonable efforts to see that online bookstore management is given timely notice, a minimum of three-months, by faculty members or authorized designees of the books, requested for all courses offered.

4. The Contractor shall provide timely reports to faculty members of the status of their orders for books for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Contractor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Contractor shall make every reasonable effort to supply items requested even when requests are not timely.
5. Contractor shall specifically address in the Proposal how the order processing and delivery of emergency late textbook adoptions shall be filled.
6. The Contractor shall provide for sales and timely delivery of textbooks and other educational materials required for online courses, if so requested by the College.
7. Contractor agrees to host and maintain a website for bookstore services offering online purchase of textbooks through a secure site. The College will direct students to this site through links on the College-sponsored website. Direct shipping to the student is required.
8. Contractor shall provide timely response to users requiring special order literature and other material.
9. Required and recommended texts and other materials shall be offered at a cost not to exceed the publishers' recommended retail price. Contractors are encouraged to develop and propose a pricing strategy which will ensure the most favorable prices to all bookstore customers, including the reproduction and offering of course packs.
10. Should the Contractor propose operating on the College campus in the bookstore facility designated, the Contractor agrees to provide the following:
 - a. All furniture, fixtures and equipment not provided by the College which is necessary for the proper execution of bookstore operations. This will include, but not be limited to, office furniture and computers, cash registers, safes, special merchandising and sales display cases or racks, signs etc. Should additional furniture, fixtures or equipment be required, the Contractor has the right to request that the College provide such, subject to negotiation of mutually agreeable terms.
 - b. Maintenance, repair, modification or replacement of Contractor-owned assets on site.
 - c. All staffing required for bookstore operations. Contractor shall be responsible for the employing, training and supervising of all staff and shall retain, with exception of the rights reserved above by the College, authority and responsibility for its staff, including providing for workers compensation, unemployment compensation, medical coverage, surety, and all other benefits and requirements. Personnel policies shall be consistent with federal and state laws and College directives.

- d. All external communication equipment, including telephone, data transmission, fax, U.S. Mail, parcel delivery service and freight. Contractor shall have access to the College's internal telephone, mail, computer and other communication systems for on-campus communications.
 - e. All arrangements for the delivery, unloading, receiving and storing of merchandise. The College will not assume any responsibility for receiving or handling bookstore shipments.
 - f. Maintenance of the space dedicated to bookstore operations, including sales, office and storage space, to the satisfaction of the College and return such space to the College upon contract completion in the same or better condition as when received, normal wear and tear excluded. Such maintenance shall include, but not be limited to, cleaning and minor repair of floors, doorways, walls, ceilings, windows, and all furniture, fixtures and equipment, whether furnished by the College or the Contractor.
 - g. Collection and removal of all trash and garbage from the interior of the bookstore facility to a location identified by the College.
11. Should the Contractor propose operating on the College campus in the bookstore facility designated, Contractor shall have the right, subject to prior approval of the College, to make modifications or alterations to the physical layout and presentation of the bookstore facilities at the Contractor's expense.
12. Should the Contractor propose operating on the College campus in the bookstore facility designated, the Contractor will offer a broad selection of "soft goods" such as office and art supplies, computer software, personal care items, College-branded apparel, memorabilia and other such items.
13. Should the Contractor propose operating on the College campus in the bookstore facility designated, the Contractor will become involved in the academic, cultural and social environment of the campus and local community by offering special merchandising programs and products and through other means which coordinate with campus and community activities and events.
14. Should the Contractor propose operating on the College campus in the bookstore facility designated, the Contractor shall be required to open the bookstore to customers for at least the current operating hours, which are 8:00 a.m. to 5:00 p.m. Mondays through Thursday and 8 a.m. to 3 p.m. on Friday. Extended hours will be required during the first two weeks of the fall and spring terms, and the store must be open the weekend prior to the start of classes each semester, as well as for special campus events such as new student orientation, new student weekend, homecoming, special campus visit programs, etc. Sales at all home football games and select home basketball games is expected. Contractors should indicate in their proposals their intended regular hours as well as the policy or guidelines they will follow for determining when to extend hours.
15. Contractor may propose other additional services.

16. Contractor shall provide additional College Bookstore services as are reasonably requested by the College.
17. Any changes in services, charges, and discounts must be approved by the College.

C. College's Commitments and Rights

1. Facilities

The campus bookstore is an online shopping platform that is fully integrated with the Peru State's student information system (SIS), enabling students to see a personalized list of required textbooks and order books for an entire term in less than five minutes. Students are also able to seamlessly apply financial aid to their course material purchases.

The online shopping platform allows faculty to easily select their required textbooks for the upcoming semester and provides administration the ability to run multiple types of reports.

Should the Contractor propose to operate an on-site bookstore, the College currently has a Spirit Shop *that is located on the main level of the Student Center adjacent to the main entrance on the campus in Peru. The Spirit Shop consists of 1,100 square feet of retail space, and additional space for office and storage.*

2. Fixtures

Should the Contractor propose operating on the College campus in the bookstore facility designated, with the exceptions noted below, all furniture, fixtures and other equipment located in the bookstore are either owned by the College or the current Contractor. If owned by the College, they will be made available for the sole and exclusive use of the contracted Contractor. If owned by the current Contractor, they will either be removed or sold to the new Contractor at a mutually agreed price.

Exceptions: Office furniture and computer equipment for the bookstore office, cash registers, safes and special display fixtures and signs related to marketing or special sale items shall be provided by the Contractor. Other furniture, fixtures, and equipment deemed necessary by the Contractor shall be provided by the College or the Contractor on a negotiated, mutually acceptable basis as needed. If provided by the Contractor, such items shall remain the property of the Contractor and shall be removed at the conclusion of the contract.

3. Utilities/Basic Services

Should the Contractor propose operating on the College campus in the bookstore facility designated, the College shall provide the bookstore at no cost to the Contractor the following basic services to the same degree as is standard for all other College facilities and departments.

- Electricity
- Water and sewer
- Heat and air-conditioning

- Building maintenance
- Trash removal
- Snow removal
- Cleaning of common building areas outside the bookstore
- Maintenance of College furniture, fixtures and equipment

Other services, such as photo-copying, telephone lines, fax, etc., to the extent they are available on campus, shall be provided to the Contractor on a cost-reimbursable basis. The Contractor will be provided access to the campus-wide computer network for the purpose of communicating with students, faculty and staff via e-mail and for other relevant purposes. The College shall be responsible for the cost of maintaining internet connectivity for the Bookstore.

4. Insurance

Should the Contractor propose operating on the College campus in the bookstore facility designated, the facilities provided for bookstore operations are covered to the full limits of the College's property and casualty insurance policies. Excluded from any such coverage, however, are liability exposures resulting from the Contractor's direct operations as specified by the bookstore contract (e.g. auto, workers compensation, professional and general liability, product liability, fidelity bonding, inventory, business equipment, personal property, etc.).

5. Other College Rights

- a.) Should the Contractor propose operating on the College campus in the bookstore facility designated, the College reserves the right to be consulted in the recruiting, interviewing, and selection of the bookstore manager. Such consultation shall extend to the right to ask the Contractor to remove any bookstore manager from the unit for cause if due notice is given to the Contractor.
- b.) Any and all financial records of the Contractor which pertain to the operation at and for the College shall be made accessible upon request. This includes but is not limited to sales records, invoices, operating statements and balance sheets.
- c.) The College shall be provided with sales, financial and program information as requested and deemed necessary by the College to administer the bookstore contract.
- d.) The College will have input into the general price structure for all books and products offered by the Contractor. Any significant changes or departures from the agreed-upon structure will only become effective by mutual consent of both parties hereto.
- e.) The College reserves the right to prohibit products from sale which it considers inappropriate to the educational mission of the College.
- f.) The College shall have the right of prior approval of any and all signs, posters, or other bookstore advertisements placed on College premises.

D. Insurance, Laws and Regulations

1. Should the Contractor propose operating on the College campus in the bookstore facility designated, the Contractor shall procure, at its own expense, and maintain for

the duration of the contract, including any renewals as may be approved, the following insurance coverages under the terms and conditions indicated.

a. Required Insurance Coverage:

<u>Coverage Type</u>	<u>Minimum Limits</u>
Workers' Compensation coverage for claims of damage because of bodily injury, occupational sickness, disease or death	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability including product liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automotive Liability including hired and non-owned vehicles; Bodily injury and property damage coverage	\$1,000,000 Combined Single Limit
Excess Liability Coverage	\$5,000,000 aggregate

b. Other Terms and Conditions

- i. Upon notification of award and prior to issuance of a contract, the Contractor shall provide the College a Certificate of Insurance with the required kinds and limits of coverage issued by an insurance company or companies licensed to do business in the State of Nebraska and signed by an authorized agent.
- ii. The Contractor shall add the Board of Trustees of Nebraska State Colleges, doing business as Peru State College and its officers, agents and employees as an additional insured under the commercial general liability policies for purposes of this contract.
- iii. Insurance certificates shall be for the initial contract period and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring company to automatically renew all policies and coverages in force at the start of and resulting from this contract until specified coverage requirements are revised.
- iv. Policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the College before cancellation, reduction or other modifications of coverage. Such written notice shall be sent to the Vice President for Administration and Finance, Peru State College, PO Box 10, Peru, NE 68421.
- v. In the event of non-renewal, cancellation or expiration of coverages, the Contractor shall provide the College evidence of the new source or sources of required insurance within fourteen (14) calendar days after the College's receipt of the thirty (30) day notice.
- vi. In the event the Contractor fails to maintain and keep in force the insurance herein required, the College shall have the right to cancel and terminate the contract without notice.
- vii. All insurance policies and certificates shall contain a waiver of subrogation provision. Each party hereby releases the other from any claim for recovery for any loss or damage to any of its properties which is insured under valid and collectable insurance policies to the

extent of any recovery collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

- viii. 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 damage or loss of premises, equipment, products or money resulting from any cause including that of sub-Contractors and shall not penalize the College for any losses incurred related to this contract.
 - ix. Excess Liability Coverage is coverage above and beyond the amount specified for the general liability, automobile liability, worker's compensation and employer's liability coverages indicated.
 - x. The Contractor shall bear the full cost of these required insurance coverages.
- 2. The Contractor agrees that personal information gathered in the performance of this contract, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, in accordance with the Family Educational Rights and Privacy Act (FERPA). The Contractor agrees that no authority or information gained through the existence of this contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this contract.
 - 3. Contractor and all Contractor employees shall conform to all pertinent laws and College rules and regulations concerning parking, safety, security and access, publication standards, design standards, copyright law and the like.
 - 4. Contractor shall conduct all of its business at the College under its own name and shall not bind the College in any way. Purchase, delivery, storage and payment considerations related to bookstore operations shall be at the sole risk and expense of the Contractor.
 - 5. Contractor shall post a performance bond in the amount of \$100,000 prior to the execution of a final contract. Such a bond shall protect the College from damages resulting from failure on the part of the Contractor to implement the program or sudden failure to perform services as stipulated in the contract. No contract shall be deemed to be in effect until such bond has been received and approved by the College.

V. ACCOUNTING, RECORDS, REPORTS, AND METHODS OF PAYMENT

- A. The Contractor shall pay to the College the commission specified in the Contractor's proposal, which is attached hereto and made a part thereof.
- B. Applicable payments as set in the Contractor's proposal shall be made monthly by the Contractor to the College and shall be paid within 21 days after the close of the month

in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Contractor's proposal. In the event any amount due under this contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

- C. Each payment shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the College upon request.

VI. CONTRACT TERM, RENEWALS, EXTENSIONS, CANCELLATION, TERMINATION, REQUIREMENTS, ADDITIONS, ADJUSTMENTS, AND ASSIGNMENTS

- A. The initial contract shall commence on July 1, 2024, and continue for a period of three (3) years with up to two (2) renewable one-year contracts for a maximum of five (5) years ending on June 30, 2029.
- B. In the event that the Contractor breaches any of the terms and provisions of the Contract, the College reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by registered or certified mail to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described performance or condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the Contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the College may procure the services described herein from other sources, and may hold the Contractor responsible for any and all excess costs or for any and all losses occasioned thereby.

In the event that the College breaches any of the terms and provisions of the Contract, the Contractor reserves the right to accurately and specifically describe the alleged breach in a written notice by registered or certified mail to the College and expect that this breach be corrected within a thirty (30) day period from the date the notice is received by the College. If the described breach is not corrected satisfactorily within this time period, a one hundred eighty (180) day notice of cancellation of this Contract may be given by registered or certified mail to the College.

- C. The failure of either the Contractor or the College to insist upon strict performance of any of the terms or conditions of this Contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and shall be and shall remain in full force and effect.
- D. Either party to the Contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and the Contract amended to include same.

- E. Neither party shall assign nor transfer the Contract or any part of same nor enter into any subcontract for services under this Contract without the prior written approval of the other party.
- F. The Contractor is providing the services described herein as an independent contractor of the College, not as the College's agent or representative. The Contractor shall not, in any manner, use the credit or the name of the College in connection with its business or affairs except as specifically authorized in the Contract or as approved prior to such use by the College.
- G. Contractor shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by School (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, all required course materials (print and digital) with the exception of open source materials, class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by School during the term of this Agreement.

VII. MISCELLANEOUS

- A. The Contractor shall be knowledgeable about changing college and university bookstore trends (including e-book sales, partial e-book sales and book rentals), new marketing ideas, new merchandise items, and changes evolving throughout the general bookstore industry. The College is interested in the development of off-campus e-commerce. The Contractor shall incorporate programs of action in response to these changes and trends into the College Bookstore operation and services, as deemed applicable to the college and university bookstore market segment.
- B. The College is only responsible for the costs specified as College costs and contained herein. All other costs, relative to the Contractor's operation of the College Bookstore and Contractor's performance under the terms contained herein shall be the Contractor's responsibility.
- C. The Contractor must make a reasonable effort to assist the College in complying with the Higher Education Opportunity Act of 2008 by supplying requested ISBN numbers and retail price lists.
- D. The Contractor shall indemnify, hold harmless and defend with competent counsel the Board of Trustees of the Nebraska State Colleges dba Peru State College, its officers, agents, employees, students and guests from and against any and all claims, causes of action, loss, liability, judgment, expenses or costs (including reasonable attorney's fees) and damages arising out of the Contractor's performance or non-performance of the

contract to provide bookstore services as outlined in this RFP. Under no circumstances will the Board of Trustees of the Nebraska State Colleges dba Peru State College, its officers, agents, employees, students and guests be liable for any loss whatsoever, including injury to person, death, or damage to property suffered by the Contractor or any third person as a consequence of any negligent or intentional act or omission or other culpable conduct of the Contractor, its agents, servants or employees.