



**REQUEST FOR PROPOSAL #308
FOR MANAGEMENT
OF
THE UNIVERSITY OF ALABAMA
AT BIRMINGHAM
BOOKSTORE**

**RFP ISSUE DATE: September 13, 2016
PROPOSAL DUE DATE: October 28, 2016
ISSUED BY:**

**Ms. Melissa Loats
University Purchasing
The University of Alabama at Birmingham**

Proposals received by 4:00 p.m. (Central Standard Time) Friday, October 28, 2016 will be considered. One (1) original, five (5) copies, and an electronic version of the Proposal should be delivered to:

**Ms. Melissa Loats
University Purchasing
701 20th Street South, Suite AB620
The University of Alabama at Birmingham
E-mail: mloats@uab.edu**

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NOTE: To simplify the review process for the UAB Administration and to assist in making valid comparisons between the Proposals, the format for all Proposals must be consistent with the format outlined in Section VIII, “Proposal Submittal Requirements.” In addition, the Financial Bid Form (Attachment A) must be completed and signed by an authorized company representative.

SECTION I: GENERAL CONDITIONS

1.1 RFP Process

The University of Alabama at Birmingham reserves the right to reject any or all responses and to waive informalities.

The University reserves the right to award this contract by category, all or none, or to make multiple awards if deemed advantageous and in the University's best interest.

All information shall be entered in ink or typewritten. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign all proposals in ink; failure to do so will result in rejection of response.

Vendors are to return responses in a SEALED package. Responses must be received in the University Purchasing Office prior to the date in RFP Section 3.6. Late responses will not be considered. The request number, opening date, opening time and buyers name must appear on the outside package regardless whether it is regular mail or express mail.

The University cannot accept faxed responses.

No response may be withdrawn without approval from the University Purchasing Office. Any request for withdrawal must be in writing to the representative within ten (10) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our approved vendor list. No response may be withdrawn after awards have been made. The vendor will be required to provide the item or service quoted at the price quoted. If a withdrawal is made after the award the vendor will be considered in default.

All responses become a matter of public record at award. The University accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.

Any exception taken to any portion of this request must be so stated on the response sheets or the University will assume compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those items as specified in its response.

Responses shall remain firm for one hundred twenty days (120) days from date of opening.

It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver any inquiries in writing to the University Purchasing Office.

Written replies of general significance will be forwarded to all vendors invited under this request. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

Any changes to specifications during the contract period without written approval of the University Purchasing Office will be considered a breach of contract.

It is the vendor's sole responsibility to include in its response sufficient product literature, specifications, and other information necessary to completely describe the products and/or services being offered.

Brand names are shown to establish a level of quality.

1.2 **Legal**

The final Contract shall be governed by the terms and conditions of the finalized Contract between that University and the vendor. Such Contract shall be acceptable to the University as to all terms and conditions within its sole discretion. If the University and the vendor are unable to reach an agreement on the final terms and conditions of the Contract, the University reserves the right to reject the vendor's proposal and proceed with negotiations with another acceptable vendor.

1.3 **Indemnification**

The Vendor shall indemnify the University as required by the Sample Contract as set out in Attachment C.

The purchase of insurance by the Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section-Indemnification.

1.4 **Insurance**

The Vendor shall provide the Insurance coverage required by the Sample Contract as set out in Attachment C.

1.5 **Ethics**

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the University) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the University reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-1, within ten (10) days of award.

University employees are not allowed to accept personal gifts or gratuities. By accepting this agreement, payee certifies that no University employee or official, no family member of a University employee or official will receive a benefit from this agreement, except as has been previously disclosed, in writing, to the University.

Vendors are required to complete the "Full Disclosure Statement" (Appendix B). Failure to provide the information when requested will result in a non-award of the referenced products and/or services.

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to respond at a fixed price or to refrain from responding, or otherwise shall render the responses of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request.

1.6 **Market Competitive**

Unless otherwise expressly agreed in any exhibit to this contract, the award prices shall not be increased and any discount shall not be eliminated or reduced during the term. In addition to any changes made to assure market competitiveness, vendor may lower the award prices or increase any discount applicable to the purchase of the products at any time.

Vendor agrees that the prices, quality, value and technology of all services provided under this contract shall remain market competitive at all times during the term. Vendor agrees to provide prompt written notice to the University of any offer for the sale of products or services by vendor during the term of this agreement where the terms are more favorable to the offeree than the terms of this contract. Vendor shall lower the award prices or increase any discount applicable to the purchase of services as necessary to assure market competitiveness. If at anytime during the term the University receives information from any source suggesting that vendor's prices, quality, value or technology are not market competitive, the University may provide notice of such information to vendor, and vendor shall, within ten (10) business days, advise the University in writing of and fully implement all adjustments necessary to assure market competitiveness.

The University is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include, but are not limited to, manufacturers price reductions and special promotional offerings.

Any warranty terms, other than warranties established by the laws of the State of Alabama, must be explicitly set forth on the request form.

1.7 **Pay Terms**

Standard payment terms are Net 30 days from date of invoice unless otherwise stated. Payment terms less than Net 30 days may not be considered for award. C.O.D. orders are not acceptable. Unless otherwise stated, prompt payment discounts or accompanying letters stating additional discounts offered may not be considered in award. Awards will be made based on the price shown on each line item. Any discounts offered should be shown in the net price of each line item.

Unless otherwise stated by the University, prices are to be quoted F.O.B. Destination, Freight Prepaid. Successful vendor must assume all responsibility for damage in transit. Any response not in accordance with this requirement may be rejected.

Do not include Federal Excise or State Sales Tax in your proposal. The University is exempt from both of these taxes. If a Tax Exemption Certificate is required, one will be furnished to the successful vendor.

It is understood and agreed that No fuel surcharge will be applied unless so noted in the vendor's response. If the vendor quotes a fuel surcharge, it will be included in the final bid analysis.

Invoice reconciliation must occur within (12)-twelve months of invoice date. Vendor must provide the Accounts Payable department with an itemized, monthly statement requesting resolution within this (12)-twelve month period. Invoices presented for payment beyond this (12)-twelve month period may not be honored. Vendor statements reaching \$50,000 or more in the (90)-ninety day pay status must be brought to the immediate attention of the Accounts Payable Director for resolution. Vendor shall not impose payment penalties of any kind, including, but not limited to, late fees, service charges, interest, or placing UAB on credit hold.

1.8 **Agreements**

All license agreements or, contracts, which must be signed prior to delivery of proposed service, must be included with the proposal for review by the University. Documents not submitted with the response may not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST, vendor's response, and any resulting contract award will prevail.

1.9 **Damage**

The successful vendor will be responsible for any damage to University property when such damage is inflicted by their employees, or agents of the vendor, or any sub-contractor of the vendor.

1.10 **Vendor Visitation**

Vendor shall consult with the University Purchasing Office to identify the University's policies relating to access to facilities and personnel. Vendor and vendor representatives shall comply with such policies.

1.11 **Small Disadvantaged Business**

The University is committed to its efforts to ensure the opportunity for participation of small, disadvantaged businesses in the procurement of goods and services. The University is required to report purchases under governmental contracts. Vendors may be required to provide detailed reports of all minorities, women-owned and other small, disadvantaged business participation in the award of this contract.

1.12 **Contract Cancellation**

The University reserves the right to cancel the Contract in accordance with the terms and conditions of the Sample Contract (Attachment C) and as included in the finalized Contract between the University and the Vendor. Further, the University Purchasing Office has the right to cancel any contract, in accordance with University Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal laws; and (6) any other breach of contract.

The University reserves the right, for its convenience and without cause or penalty, to terminate this agreement effective on the last day of any agreement year following the initial agreement term, at the end of each fiscal year, or on (60)-Sixty days notice.

1.13 **Certification and Signature**

I have read all of the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the vendor.

Date

Company

Name (please type)

Authorized Signature (sign in ink)

Title (please type)

Address

Telephone Number

City, State, Zip

SECTION II: INTRODUCTION

The University of Alabama at Birmingham (UAB) is requesting proposals for Management of the UAB Bookstore. The University of Alabama at Birmingham (UAB) recognizes that the traditional university bookstore business is in a transformational period, and it is the University's intent to be on the cutting-edge of campus retail services. **Therefore, UAB has initiated this Request For Proposal (RFP) process and is seeking an innovative and proactive partner that is on the cutting-edge of campus retail services to effectively serve the UAB community. The University's goal is to provide an innovative, state-of-the-art Bookstore that will result in the following:**

- **Improved affordability for UAB Students by reducing textbook/course materials costs**
- **Improved customer satisfaction through cutting-edge retail innovation**
- **Enhanced exposure of the UAB Brand**
- **Increased market share**
- **Increased financial contribution to UAB**

UAB desires a Bookstore that is customer-centric; a visible representation of the academic quality and image of UAB; an industry leader in providing creative and affordable course materials and continually implements effective initiatives to reduce the cost of education for students; a retail focused brand that measures and embraces industry changes while continually looking forward to improve customer experiences online and in-store; and focused on advancing the UAB Brand by increasing the selection and marketing of UAB emblematic merchandise.

Elements of a customer-centric, innovative Bookstore at UAB should include, but not be limited to, the following:

- Creating a customer-centric innovative retail environment.
- Supporting the academic mission of UAB by providing efficient and effective course materials services to students and faculty.
- Creating and implementing effective strategies to reduce the cost of course materials to UAB Students by offering a comprehensive textbook rental program, a strong used textbook program, an innovative digital textbook/course materials program, access to OER course materials, and by utilizing emerging technologies.
- Providing comprehensive course materials services to support all UAB academic programs.
- Providing comprehensive course materials services to support current and future distance learning programs and online courses.
- Introducing new products and services that meet the evolving needs of customers, including UAB Students, Faculty/Staff, alumni, fans, and visitors.
- Implementing a comprehensive e-commerce strategy and social media engagement strategy.
- Playing an integral role with the transformation from traditional textbooks to cutting-edge course materials.
- Providing easy access and multiple distribution channels for course materials.
- Implementing a proactive course materials strategy that will allow the Bookstore to compete effectively in the challenging university bookstore environment.
- Communicating and coordinating effectively and proactively with faculty regarding the use of all types of course materials.

- Providing excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions, and ensuring efficient processing of all transactions.
- Supporting the academic mission of UAB by providing a general book department that supports faculty and alumni authors, speakers, lecturers, and other campus academic and intellectual events.
- Creating a dynamic, exciting retail environment that promotes and enhances the UAB Brand.
- Implementing a comprehensive marketing and promotional strategy that will assist with advancing the UAB Brand among UAB Students, Faculty/Staff, alumni, fans, and visitors.
- Assisting with promoting and branding UAB by offering a broad selection of emblematic clothing and gifts.
- Offering a state-of-the-art technology department (e.g., computer supplies, software, cell phone programs, etc.).
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

SECTION III: GENERAL REQUIREMENTS

3.1 General Information

The University invites vendors to submit proposals covering the University of Alabama at Birmingham Bookstore.

Each vendor, by responding to this request, represents that they have read and understand all documents in this RFP.

3.2 Definitions

This section contains definitions that are used throughout this document, including appropriate abbreviations.

“Contract” or “Agreement” means an agreement for the procurement of the products or services specified in this request.

“Contractor” - the terms “contractor,” “company,” “vendor,” and “supplier” mean the successful vendor awarded the contract to provide the services described in this RFP.

“Desirable” - the terms “may,” “can,” “should,” “preferably,” and “prefers” identifies a desirable or discretionary item or factor.

Mandatory” - the terms “must,” “shall,” “will,” “is required,” and “are required” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the vendor’s response.

“Request” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Sample Contract” means the sample contract as set out in Attachment C.

3.3 Intent

The intent of this RFP is to select a single vendor. The University reserves the right to make a dual award if deemed advantageous and in the University’s best interest.

3.4 Scope

The purpose of this request is to acquire a single vendor to service the coverage area outlined in this request.

3.5 **Address**

Responses are to be addressed in the following manner:

UPS/FedEx Address

Attn: Ms. Melissa Loats
701 20th Street South, Suite AB 620
Birmingham, AL 35233-2031

It is the responsibility of the vendor to ensure that their bid response is received in University Purchasing by the opening date/time regardless of the mailing method.

3.6 **Timeline**

The timeline of key dates is as follows:

RFP Issue Date	Tuesday, September 13, 2016
Contact Ms. Melissa Loats to Confirm Receipt of the RFP and attendance at the Mandatory Bidders Conference	No Later Than Friday, September 23, 2016
Mandatory Bidders Conference/Site Visit	Tuesday, October 4, 2016
Bidders Written Questions Due	Thursday, October 6, 2016
UAB Issues Responses to Written Questions	Tuesday, October 11, 2016
Proposals Due	Friday, October 28, 2016
Review of Proposals by UAB	November / December 2016
Presentations by Contractors	November 2016 (TBD)
Notice of Intent to Award	February 2017 (TBD)
Contract Commencement	July 1, 2017

3.7 **Bidders Conference And Site Visit**

- a. **Contractors should confirm receipt of the RFP and attendance at the Mandatory Bidders Conference / Site Visit by contacting Ms. Melissa Loats, Procurement Contract Manager, University Purchasing, The University of Alabama at Birmingham, no later than Friday, September 23, 2016.** Contact information is as follows:

Ms. Melissa Loats
University Purchasing
The University of Alabama at Birmingham
AB 620
701 20th Street South
Birmingham, AL 35294-0106
e-mail: mloats@uab.edu
telephone: 205-934-4424

- b. The Mandatory Bidders Conference/Site Visit will be held on Tuesday, October 4, 2016. The Mandatory Bidders Conference will include a site visit to the Bookstore.

The Mandatory Bidders Conference will begin at **9:00 a.m.** at the following location:

701 20th Street South, AB 620
Birmingham, AL 35294

Attendance at the Mandatory Bidders Conference, including the names of company representatives who will attend, must be confirmed in writing with Ms. Loats no later than Friday, September 23, 2016. Contact information is located in Section 3.7a (previous page).

- c. If special accommodations are required in order to attend the Mandatory Bidders Conference and/or the Proposal opening, please contact Ms. Loats three days prior to the meeting.

3.8 **Questions And Requests For Additional Information**

- a. Questions regarding clarification to the contents of the RFP will be accepted, in writing, from the time of RFP receipt by prospective contractors until **4:00 p.m. (Central Standard Time) Thursday, October 6, 2016.**
- b. All inquiries **MUST** be made in writing via e-mail to Ms. Melissa Loats, University Purchasing, UAB, at mloats@uab.edu.
- c. One hundred percent (100%) of the communication from contractors pertaining to this RFP process must be solely with Melissa Loats.

3.9 **Opening Of Proposals**

The proposal opening will be held on Friday, October 28 at 4:00 p.m. in the Administration Building, 701 South 20th Street, Birmingham, AL. Vendors may attend the opening of proposals, but no information or opinions concerning the ultimate contract award will be given at the opening or during the evaluation process. After the public opening of the proposals, the results will not be available to vendors until after an award is made. Proposal results and tabulations will not be made available by telephone or mail. Award information may be reviewed in the University Purchasing office by appointment during normal working hours.

Vendor must submit one (1) original, five (5) copies, and an electronic version of the Proposal.

Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy must be marked as "original" with the company authorized signature.

3.10 **Presentations**

- a. After review of the Proposals, qualified prospective contractors may be invited to make oral presentations of up to ninety (90) minutes in length (date TBD).

3.11 **Drug-free Compliance**

By virtue of the signature on the response to this RFP, the company certifies that all its employees while working on University properties will not purchase, transport, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

SECTION IV: SPRECFIC REQUIREMENTS

4.1 Response Format

To simplify the review process for the UAB Administration and to assist in making valid comparisons between the Proposals, the format for all Proposals must be consistent with the format outlined in Section VIII, "Proposal Submittal Requirements." In addition, the Financial Bid Form (Attachment A) must be completed and signed by an authorized company representative.

Vendors are required to submit responses in hardcopy and electronic formats.

Hardcopy responses should include a separate section, listing each vendor response by corresponding UAB specification number.

Vendor responses for each specification are to be completely contained within each section in the order they appear on the request. (Section 1, 1.2, Response) Do not refer responses to a secondary location of the question's information (i.e. user's manual p.141).

All questions should be answered as concisely as possible. Ambiguous statements such as, "all reasonable effort to provide..." etc., will be considered as non-responsive. Failure to address any of the requirements could subject the response to rejection.

Vendor's proposal must include a response to each section and paragraph of this request (beginning with Section I). Where the University has stated a particular requirement, approach, or service, the vendor must state if it will or will not comply. Failure to provide a response to an item will be treated as the vendor's non-compliance with that item. Where a statement of non-conformity is provided, the vendor must indicate its reasons for doing so, describe its proposed alternative, and explain the impact and/or benefit to the University from its proposed alternative. If the University has stated a preference, the vendor may propose an alternative, provided the vendor demonstrates that the alternative has no negative impact or is more beneficial to the University. All responses should be concise and to the point.

4.2 Term And Termination

The Term of the Contract, any extensions, renewals, and termination of same is as set out in the Sample Contract attached as Attachment C.

4.3 Contract Administrator

The University's Director, Business Services, or designee, will be the Contract Administrator for any contract that results from this RFP.

4.4 Value Propositions

Vendors are encouraged to include additional "Value Propositions" which might be in the University's best interest. Examples of these "Value Propositions" include but are not limited to: Signing Bonus, Conversion Bonus, Volume Rebates, Large Order Rebates, Extended Contract Incentives, Discount Terms, and others.

4.5 **Proposal Evaluation Criteria**

The criteria that will be used by the UAB Administration to evaluate Proposals include, but are not limited to, the following:

(Note: The following criteria are not in priority order.)

- Customer Service
- Financial Proposal
- General Merchandise And Marketing Strategy
- Management Plan / Operations
- Textbook Affordability / Pricing Policies
- Vendor Presentations / Interviews
- Vendor Proposals in their entirety and each component thereof

The University reserves the right to award this Contract within its sole discretion after review of all submitted Vendor proposals, and to make such award that the University considers to be in the best interest of the University after a consideration of all presented materials from the Vendors. Due to the nature of the services to be provided, the University reserves the right to weight the Vendor Proposals as it sees fit and to consider each component of the Vendor Proposals to result in the selection of a Vendor that will provide the best services and result in a Contract that is in the best interest of the University.

SECTION V: UAB BACKGROUND INFORMATION

5.1 **Background**

Our story is one of remarkable growth in size, quality, reputation and impact. In a little more than four decades, UAB has transformed from its modest beginnings as an extension center into a doctoral research university and academic medical center. And we have the same audacious vision that led our founders to dream big dreams:

- To educate, advance discovery, care for the sick, respond to the needs of our community and establish Alabama as a progressive economic center that can change the world.

For additional information please visit www.uab.edu.

5.2 **Athletics & Campus Life**

Athletics

UAB is a member of the National Collegiate Athletic Association (NCAA) and Conference USA. For additional information regarding UAB Athletics please visit www.uabsports.com.

In addition, UAB offers many recreational sports including intramural sports, club sports, and fitness programs.

Campus Life

UAB offers many opportunities for interaction through a variety of clubs and organizations. Please visit www.uab.edu/students/involvement for a complete listing of UAB's student organizations.

5.3 **Enrollment**

Enrollment figures for the past five years are as follows:

	2011-12	2012-13	2013-14	2014-15	*2015-16
Undergraduate	11,128	11,291	11,502	11,679	11,511
Graduate	5,402	5,663	6,005	5,912	5,728
Professional	2,247	2,329	2,317	2,382	2,417
Total Enrollment	18,777	19,283	19,824	19,973	19,656

*Please note that enrollment was impacted by the elimination of football. Estimated that at least 300 undergrads (over 100 football players included) left school due to elimination of football, bowling, and rifle programs coupled with students in the marching band, etc. Graduate Student numbers dropped due to a change in the School of Nursing's distance learning program start date. The drop was temporary and should increase for the upcoming academic year.

Enrollment Growth

Freshmen enrollment is expected to be 18% higher this year. In addition, transfers are up significantly. Despite the opening of a new freshmen dorm last fall, student housing was sold out by May. Additional housing was leased next to Regions Field, located on the edge of our campus. A new dorm is being fast tracked through the approval process.

UAB entered into a long-term foreign student recruiting agreement with INTO. INTO has been very successful in increasing enrollment at their partner schools. INTO will occupy the second floor of Sterne Library. For additional information regarding INTO please visit www.into-coporate.com/.

5.4 On-Campus Student Housing

UAB's residence halls are located near the Campus Green and all within three city blocks of each other, making for a very close-knit community.

5.5 Academic Calendar

UAB operates on Fall, Spring, and Summer semesters.

5.6 Other Relevant Information

A new Student Center opened in December 2015. The \$40 million building is home to UAB's new Bookstore. A new 250 space public parking lot is located next to the Student Center.

In addition, the following student related projects have been approved by the Board with construction starting during the 2016-17 academic year:

- New Collat School of Business (\$37 million)
- Major addition/renovation to the School of Nursing (\$32 million)
- New College of Arts & Sciences Building (\$35 million)
- New Football Operations Building & Practice Fields (1 covered/2 open)- (\$22.5 million)
- Addition to Women's Softball Field (\$2.5 million)
- New Parking Lot- 2,000 parking spaces (some of these will replace spaces lost due to construction projects)

SECTION VI: BOOKSTORE BACKGROUND INFORMATION

6.1 **Facility**

The UAB Bookstore is currently comprised of the following:

- The UAB Bookstore, located in the Hill Student Center on the main campus in Birmingham, AL
- The UAB Bookstore Website

The Bookstore’s square footage breakdown is as follows:

	SQUARE FOOTAGE
First Floor	
Selling	3,807
Storage/Receiving	1,108
Offices (2)	136
Second Floor	
Selling	4,340
Storage	140
Stairwell	190
TOTAL SQ. FEET	9,721

See “Facility Floor Plans,” Attachment B.

6.2 **Bookstore Products And Services**

The Bookstore serves the academic community by providing required and recommended course materials, medical course materials, and supplies for classroom use as well as emblematic clothing and gifts, school and office supplies, dorm supplies, technology supplies, health and beauty aids, greeting cards, convenience products (e.g., beverages, candy, snacks, etc.), trade books, reference books, graduation merchandise, etc.

6.3 **Hours Of Operation**

Please visit the Bookstore website (<http://uab.bncollege.com>) for current Hours of Operation.

(Note: Hours of operation are extended as needed for Rush and special events such as athletic events, new student orientation, parents weekend, etc.)

6.4 **Sales**

Bookstore Sales and other revenue figures for the past five fiscal years are as follows:

	FY '12	FY '13	FY '14	FY '15	FY '16
TOTAL (\$)	\$4,357,147	\$4,070,309	\$3,911,644	\$4,239,196	\$4,072,473

Sales figures for the major departments/categories for the past five fiscal years are as follows:

DEPARTMENTS	FY '12	FY '13	FY '14	FY '15	FY '16
New Textbooks	2,359,616	2,303,228	2,310,783	2,401,817	2,244,350
Used Textbooks	533,583	429,336	297,691	356,924	339,816
Digital Textbooks	5,334	3,423	6,152	24,617	28,810
New Rental Textbooks	134,979	132,174	251,353	293,737	280,503
Used Rental Textbooks	57,166	64,329	152,230	238,320	226,950
Trade Books	251,554	157,934	124,990	138,372	106,221
Nook Devices / Accessories	11,085	8,545	208	131	-
School Supplies	158,381	153,271	109,402	110,185	97,433
Computer Software	134,323	104,701	24,410	1,189	217
Computer Peripherals	37,610	32,440	21,834	14,214	17,426
School Spirit Clothing	198,582	192,582	158,835	213,061	287,253
Non-Emblematic Trend	16,692	14,274	10,874	9,844	29,898
Graduation Products	253,557	264,687	289,161	295,734	246,702
Convenience	71,581	70,246	32,085	23,967	39,181
Dorm Furnishings	10,346	7,110	3,046	1,759	6,342
Greeting Cards	5,898	3,751	1,493	1,513	1,788
Backpacks	17,672	17,293	9,513	6,759	5,004
School Spirit, Gifts, Access.	52,877	55,236	42,356	40,176	42,164
Prints, Frames, Museum	32,470	37,421	42,455	42,503	40,032
Other Revenue	13,854	18,327	22,773	24,373	32,383

6.5 **Department Discounts**

UAB Departments currently receive a twenty percent (20%) discount on all UAB departmental charge purchases, excluding textbooks, computer software, computer hardware, special orders, sale books, class and alumni rings, periodicals, discounted merchandise, stamps, health & beauty aids, food, snacks, and beverages.

6.6 **Faculty / Staff Discounts**

UAB Faculty and Staff receive a ten percent (10%) discount on all merchandise available at the Bookstore, (some exclusions apply).

6.7 **Tender Types**

The Bookstore accepts cash, credit and debit cards, personal checks (with proper identification), the UAB Campus Card, and scholarship/financial aid charges/vouchers. The Bookstore pays three and one quarter percent (3.25%) of gross Campus Card transaction sales.

6.8 **General Book Events**

The Bookstore supports special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at a variety of University events each year.

6.9 **Donations / Contributions**

The Bookstore currently provides annual textbook scholarship donations to UAB Students. In addition, the Bookstore donates merchandise and Bookstore gift cards to support various departments, programs, events, etc., on campus.

6.10 **Graduation Merchandise**

The Bookstore sells graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.).

6.11 **Licensing Program**

The Vendor shall adhere to the University's Licensing Program requirements as set out in the Sample Contract, Attachment C.

SECTION VII: BOOKSTORE PROGRAM REQUIREMENTS

The Bookstore currently consists of the following operations:

- UAB Bookstore, located in the Hill Student Center
- Bookstore Website

The selected contractor, if any, will enter into a contract with UAB that provides for the performance of all terms and conditions set forth in this RFP, unless UAB has agreed to accept or negotiate certain terms and conditions.

The selected contractor will be required to provide UAB with Bookstore management services as outlined in this RFP and as set out in “Sample Contract,” Attachment C and all Exhibits attached thereto.

SECTION VIII: PROPOSAL SUBMITTAL REQUIREMENTS

(Note: To simplify the University's review process, the format for all Proposals must be consistent with the information requested in this Section.)

8.1 Company History And Background

- a. Provide your qualifications and experience in managing college/university bookstores. Describe your experience serving prestigious public research universities.
- b. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the UAB Bookstore.
- c. Provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Include your company's certified financial statements for the past two (2) years, along with your company's S&P or D&B rating.

8.2 Operations

- a. Describe your management/operations plan for the UAB Bookstore located in the Hill Student Center.

8.3 Customer Service

- a. Describe in detail how your company will provide excellent customer service at the UAB Bookstore.
- b. Describe the methods your company will use to obtain regular feedback from UAB Bookstore customers to ensure a high level of customer satisfaction.
- c. Describe your customer service training program for the UAB Bookstore Staff.
- d. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.
- e. Describe your proposed hours of operation for the UAB Bookstore.

(Note: At a minimum, the contractor must adhere to the requirements outlined in Sample Contract, Attachment C, Exhibit B6 RFP.)

- f. Describe innovative customer service strategies, including specific examples, that your company has implemented.

8.4 **Staffing / Personnel**

- a. Provide your company organization chart.
- b. Provide your proposed organization chart, staffing plan, and reporting structure for the UAB Bookstore.
- c. Describe your:
 - Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore Manager
 - Compensation program, including incentive programs, etc.
 - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Commitment to hire student employees
 - Company dress code for Bookstore employees
- d. Describe your educational and training programs.
- e. Describe your corporate support services and regional management support.

8.5 **Course Materials**

- a. Describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's course materials market share. Include your plans to develop strong relationships with faculty and your plans to market and promote course materials to students.
 - b. Describe in detail the course materials services and programs that your company will provide to UAB Faculty and Students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
 - c. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following:
 - Provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, Learning Management Systems, etc.
- (Note: At a minimum, the contractor must adhere to the requirements outlined in Sample Contract, Attachment C, Exhibit C15 of this RFP.)*
- d. Describe your plans to provide comprehensive course materials services to support UAB Programs, including undergraduate, graduate, and medical.
 - e. Describe your plans to provide comprehensive course materials services to support current and/or future distance learning programs.
 - f. Describe your custom publishing/coursepack program.

- g. Describe your plans to ensure compliance to the Federal Higher Education Opportunity Act (HEOA).

8.6 Course Materials Affordability / Pricing Policies

- a. Describe your pricing policies for course materials and explain your plans to address the pricing concerns of UAB Students.

Include a detailed description of your company's Price Match Guarantee Program, or similar program, that your company will implement at UAB in order to provide value, compete with online booksellers, and increase market share.

(Note: At a minimum, contractors must adhere to the course materials pricing policy outlined in Sample Contract, Attachment C, Exhibit C7 of this RFP.)

8.7 Textbook Rental Program / Used Textbook Program

- a. Describe in detail the textbook rental program that your company will provide at UAB. Include the estimated percentage of titles that your company will provide as rental titles.
- b. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.
- c. Course Materials Value Ratio. Include your estimated Course Materials Value Ratio for each of the first three years of operation of the UAB Bookstore. The Course Materials Value Ratio shall be defined as used textbook sales plus textbook rental sales plus digital course materials sales divided by total course materials sales (including new textbooks, used textbooks, rental textbooks, and digital course materials).

8.8 General Book Program

- a. Describe your general book program and your plan to ensure that the general book program supports the academic excellence of UAB.
- b. Describe your plan to support the academic programs and events at UAB by selling and promoting books at events throughout the year.

8.9 General Merchandise And Marketing Strategy

- a. Recognizing that the University's goals include increasing market share and improving the Bookstore's financial contribution to UAB, please provide a detailed description of your plan to increase the sales of UAB emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's Website.

- b. Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students at UAB.

(Note: At a minimum, contractors must adhere to the pricing policies outlined in Sample Contract, Attachment C, Exhibit D3 of this RFP.)

- c. Describe your company's plan to provide emblematic/logo merchandise at multiple price points.
- d. Describe your plans for new or expanded product lines or services to be offered at the UAB Bookstore, including an emphasis on products and services that will meet the needs of UAB Students, Faculty, Staff and Alumni.
- e. Describe your plans to provide a comprehensive selection of technology products in the UAB Bookstore.
- f. Describe your plans to sell graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.) in the Bookstore and at other locations as designated by the University, throughout the year and during graduation.
- g. Describe your plans to take advantage of campus events and activities organized by other campus entities, and/or your plans to create your own campus events and activities, in order to promote additional sales.
- h. Marketing/Advertising Plan/Social Media Plan. Describe your marketing/advertising/social media plan for the UAB Bookstore, including your plan to promote athletic merchandise.
- i. Describe your company's vendor code of conduct policy and whether it meets FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

8.10 **Tender Types / Discounts**

- a. Describe the tender types your company will accept at the UAB Bookstore.
- b. Describe your company's department charge program, including discounts, which shall be a minimum of 20%.
- c. Describe your company's faculty/staff discount program, including discounts, which shall be a minimum of 10%.

8.11 **Financial Projections**

- a. Provide financial projections for the first five (5) years of operation of the UAB Bookstore. Projections must include the following:
 - Sales by Category/Department
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses

- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
- Rent/Commission to UAB
- Profit/Loss
- Website/E-Commerce Sales

8.12 **Financial Proposal**

One of the goals of UAB is to maximize the financial return from the Bookstore by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to UAB will be comprised of the following components:

- Financial Return (see Section 8.12a)
- Donations/Giveaways (see Section 8.12b)
- Additional Financial Incentives (see Section 8.12c)

a. **Financial Return To UAB.** Please describe the financial return your company will remit to UAB for the operation of the UAB Bookstore, including the following:

- The minimum annual guarantee
- The commission schedule expressed as a percentage of Commissionable Sales (see definition, see below)

The University's requirements pertaining to the contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the UAB Bookstore Website, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales by other companies or organizations on the UAB Bookstore Website.
- "Commissionable Sales" shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized UAB Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the University.
- The contractor shall pay the University the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee.
- Payments shall be made to the University based on the Bookstore's Commissionable Sales on a monthly basis via electronic funds transfer (EFT). The University shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual financial guarantee. Regardless of the

payment method selected by the University, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.

- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.

- b. Donations/Giveaways. Provide the annual amount of merchandise donations, giveaways, etc., that your company will provide to UAB.

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)

- c. Additional Financial Incentives. Describe each type of additional financial incentive that your company would like UAB to consider along with the corresponding amount for each incentive (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, etc.).

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)

8.13 **Facility Investment**

- a. Describe your detailed facility plans and financial commitment to provide a facility investment payment for a “Renovation Fund” to be used to maintain a state-of-the-art Bookstore facility in the Hill Student Center as described in RFP Sample Contract, Attachment C, Article IV-2.

In addition, contractors are required to complete the Financial Bid Form, Attachment A. *(Note: The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)*

8.14 **Technology**

- a. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), as described in the Sample Contract, Attachment C, Exhibit G1, and explain how implementation of these plans will benefit the University, the Bookstore, and the UAB community.

- b. Website/E-Commerce Plans. Include a detailed description of your plans to offer the following:

- Textbook/course materials reservation program
- Online textbook ordering program
- Online textbook adoption program
- Online buyback program
- Registration integration program

- Compliance to HEOA (i.e., textbook ISBN number availability)
 - Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- c. Describe your plans to accept the University’s Campus Card as a tender type, which includes integration with the University’s Campus Card system.
- d. Include your estimated capital investment for technology/automation in the UAB Bookstore (excluding website development costs) and a timeline for your automation plans. The University will not buy out the undepreciated portion of the contractor’s technology investment at the termination of the contract.

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)

8.15 Transition Plan

- a. Describe your transition/conversion plan that includes the following:
- Timeline and dates
 - Required or assumed University resources
 - Miscellaneous/other

8.16 Additional Information

- a. Provide the University with other information your company feels feel is pertinent.

8.17 Exceptions To RFP Requirements

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

8.18 Exceptions to Sample Contract (Attachment C)

The UAB Sample Contract is included in this RFP as Attachment C (the “Sample Contract”). State your willingness to sign UAB’s Sample Contract. Itemize and clearly state any proposed changes or exceptions to the terms and conditions stated using Attachment D - “Sample Contract Exceptions.” During contract negotiations, only language or exceptions listed on Attachment D - “Sample Contract Exceptions” will be considered for modification.

The terms and conditions of the Sample Contract are intended to be incorporated into the final Contract between UAB and the successful Vendor. The Sample Contract is an integral part of this RFP, as it provides additional information necessary for the development of Vendors’ proposals, describing in detail the contractual relationship between UAB and the Vendor. Proposals that are contingent upon any proposed changes to these contract terms and conditions may be at a competitive disadvantage in the proposal evaluation process. **By submitting a response to this RFP you are agreeing that you have fully reviewed (including tax and legal counsel) and accept the responsibilities and obligations therein unless otherwise explicitly noted and stated as**

part of your proposal response by specific exception taken via reference to the specific contract section to which an exception is taken and the suggestion of specific edits or modifications to the Sample Contract Form language. UAB will NOT consider general Sample Form Contract exceptions. Each proposed exception must be specifically and clearly set out in Attachment D - "Sample Contract Exceptions" with section reference and specific suggested edits.

APPENDIXES

- Alabama Immigration Affirmation of Compliance (Appendix A)
- UAS Vendor Disclosure Statement (Appendix B)

ATTACHMENTS

- Financial Bid Form (Attachment A)
- Facility Floor Plans (Attachment B)
- Sample Contract Form (Attachment C)
- Sample Contract Exceptions (Attachment D)

APPENDIX A
ALABAMA IMMIGRATION AFFIRMATION OF COMPLIANCE

Applicable only to business entities or employers employing one or more employees within the state of Alabama

To the extent applicable, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Notwithstanding the above, the Board of Trustees of the University of Alabama whether acting as the University of Alabama at Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry or the University of Alabama School of Optometry cannot waive its immunity conferred by Ala. Const. Art. I § 14. Nothing herein shall be construed as a waiver of that immunity.

APPENDIX B
UAS VENDOR DISCLOSURE STATEMENT

Contractor must complete the Vendor Disclosure Statement, which is included as a separate file in the RFP.

**ATTACHMENT A
UAB BOOKSTORE
FINANCIAL BID FORM**

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

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

Year 1 (%) _____

Year 2 (%) _____

Year 3 (%) _____

Year 4 (%) _____

Year 5 (%) _____

2. MINIMUM ANNUAL GUARANTEE:

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

(Note: The Contractor shall pay the University the greater of the Minimum Annual Guarantee or the Commission As A Percent Of Commissionable Sales.)

3. DONATIONS / GIVEAWAYS: List the annual amount of merchandise donations, giveaways, etc., that your company will provide to UAB.

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

4. **ADDITIONAL FINANCIAL INCENTIVES:** Describe each type of additional financial incentive that your company would like UAB to consider along with the corresponding amount for each incentive, (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, etc.).

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

5. **FACILITY INVESTMENT / RENOVATION FUND PAYMENT:**
(Depreciated on a straight-line basis over five (5) years)

(\$) _____

6. **TECHNOLOGY INVESTMENT:**

(\$) _____

PROPOSAL

SUBMITTED BY:

Company: _____

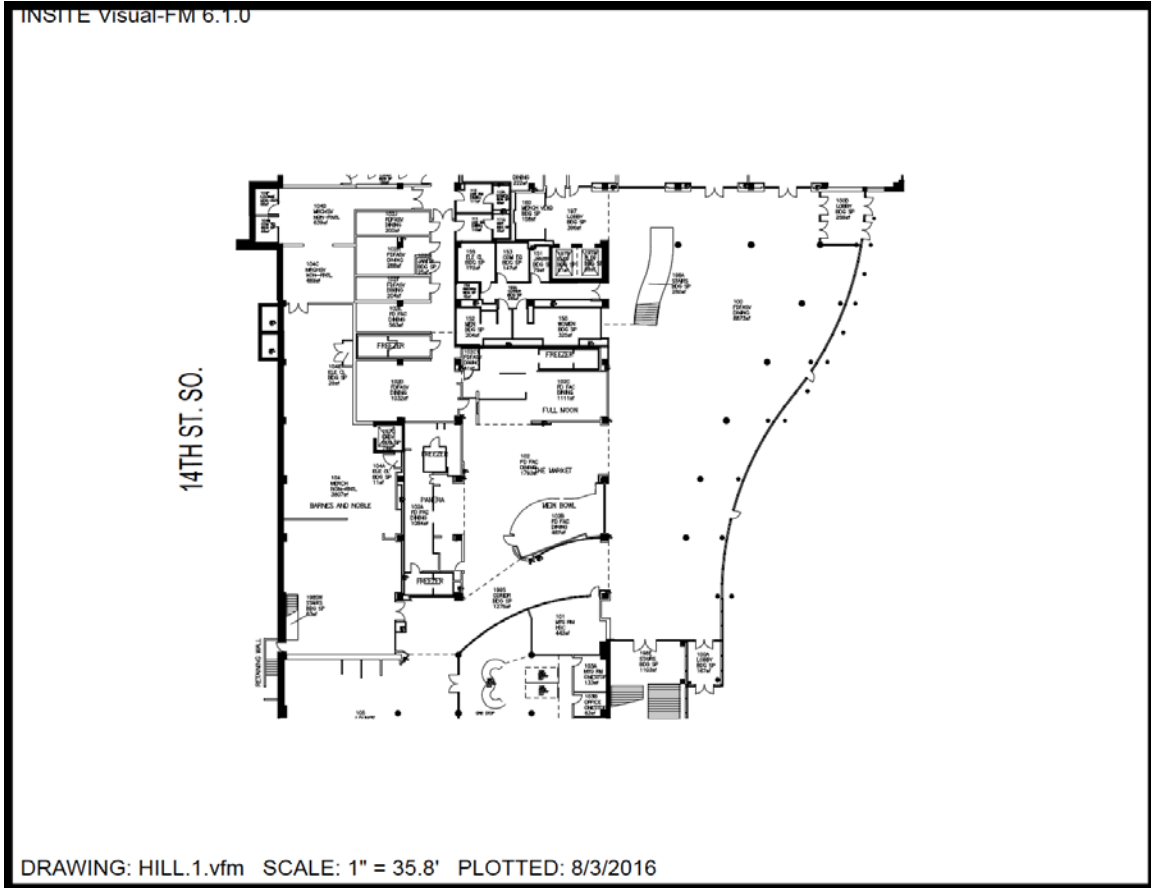
Authorized Signature: _____

Signer's Printed Name: _____

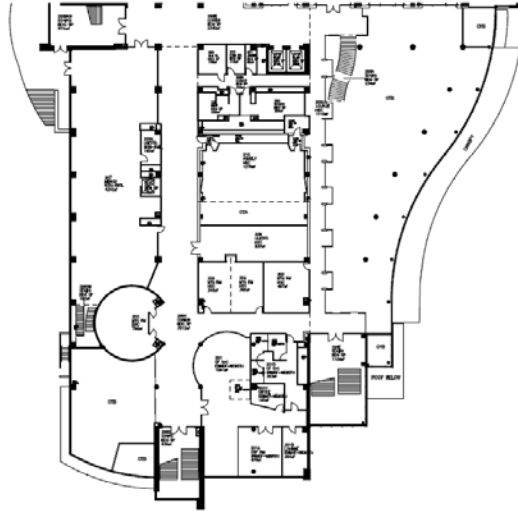
Title: _____

Date: _____

**ATTACHMENT B
FACILITY FLOOR PLANS**



14TH ST. SW.



HILL STUDENT CENTER

**ATTACHMENT C
SAMPLE CONTRACT**

ATTACHMENT D
SAMPLE CONTRACT EXCEPTIONS

Please identify any exceptions your company has to the Sample Contract (Attachment C) included in the RFP.

ATTACHEDACHMENT C TO UAB RFP

SAMPLE AGREEMENT FORM

**THE UNIVERSITY OF ALABAMA AT BIRMINGHAM
CONTRACTED BOOKSTORE MANAGEMENT
AGREEMENT**

This Bookstore Management Agreement (“Agreement”) is made and entered into effective as of the 1st day of July, 2017, (“Effective Date”) by and between The Board of Trustees of The University of Alabama, for its division, The University of Alabama at Birmingham, a public constitutional corporation and an instrumentality of the State of Alabama, Administration Building, 1720 2nd Ave. South, AB 330, Birmingham, AL 35294-0103, Attn: Director Business and Auxiliary Services ("UAB" or “University”) and **[***INSERT COMPANY NAME AND ADDRESS***]** (“Company”).

WITNESSETH:

WHEREAS, UAB sought to enter into a Bookstore Management Agreement and issued a Request for Proposal on or about September 13, 2016 (“UAB RFP”) seeking a Company/Operator/Contractor to fulfill the requirements of same;

WHEREAS, Company in response to the RFP, submitted its Proposal and Submission on or about **[***INSERT DATE***]** (“Company Proposal”), and Company has been selected to operate and manage the UAB Bookstore; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and intending to be legally bound, UAB and Company agree as follows:

ARTICLE I - SCOPE OF SERVICES/PERFORMANCE

1.1 **Scope of Services.** UAB hereby enters into this Agreement with Company for the purposes of providing contracted bookstore management services for UAB at its bookstore located at the Hill Student Center on the UAB Campus (the “Bookstore”). The Company’s general obligations, duties, operational requirements and services requirements are set out in and defined more particularly in the following Exhibits:

- Exhibit A:** Operations
- Exhibit B:** Customer Service
- Exhibit C:** Course Materials
- Exhibit D:** General Merchandise and Marketing
- Exhibit E:** Tender Types / Discounts
- Exhibit F:** Facility and Equipment Requirements
- Exhibit G:** Technology

- Exhibit H:** Financial Reporting
Exhibit I: Inventory Purchase
Exhibit J: Additional Obligations

- 1.2 **Standard of Performance.** Company agrees to perform the services specified under this Agreement with that standard of care, skill, and diligence normally provided by a first class, professional organization in the performance of similar services provided to other prestigious universities, and to perform the services in a timely manner as required by this Agreement (time being of the essence of Company's performance). Company shall operate the Bookstore in a manner which reflects UAB's reputation for academic excellence and supports the academic mission of UAB. Company shall provide the UAB community with a full range of merchandise and services expected from a first-class, quality, university bookstore.

ARTICLE II - TERM/TERMINATION

- 2.1 **Term of Agreement / Period of Performance.** The initial term of the Agreement is five (5) years commencing on the Effective Date of July 1, 2017, and continuing through June 30, 2022, (the "Initial Term"), and is subject to potential renewal for three (3) additional one (1) year terms (each a "Renewal Term"). The University may extend this Agreement for a Renewal Term by providing the Company with one hundred twenty (120) days written notice of renewal prior to the expiration of the then current Term. A Term, Renewal Term or an Agreement Year as used in this Agreement shall be July 1 through June 30. The Initial Term and any Renewal Term may be referred to collectively as the "Term."
- 2.2 **Termination for Cause.** If either party breaches a provision of the Agreement or there arises a conflict of this Agreement's provisions with constitutional or statutory provisions of state or federal laws (hereafter "Cause"), the non-breaching party shall give the other party notice of such Cause or breach. If the Cause or breach is remedied to the satisfaction of the non-breaching party within ten (10) days in the case of failure to make payment when due, or thirty (30) days in the case of any other Cause, the notice shall be null and void at the determination of the non-breaching party. If such Cause is not remedied to the satisfaction of the non-breaching party within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period noted in the notice to cure. Further, The University may terminate the Agreement immediately upon written notice to the Company if the Company becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the Company, a receiver is appointed, or if any substantial part of the Company's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

- 2.3 Termination Without Cause. UAB reserves the right, for its convenience and without cause or penalty, to terminate this Agreement by providing one hundred and twenty (120) days written notice to Company.
- 2.4 Effect of Termination. If this Agreement is terminated by either party, all outstanding amounts owed Company to UAB, or UAB to Company, shall become due and payable at the end of the notification of termination time period specified herein.

ARTICLE III - PAYMENTS TO UAB

- 3.1 Payment Formula. During any Term or Agreement Year, Company shall pay UAB a minimum annual guaranteed payment ("Minimum Annual Guarantee"), or the applicable percentage of commissionable sales ("Percentage of Commissionable Sales" as hereinafter defined) of the Bookstore, whichever is greater, according to the following schedule:

Minimum Annual Guarantee:

[\$***INSERT***] for the Initial Term and each subsequent Renewal Term or Agreement Year.

Percentage of Commissionable Sales:

[***INSERT***]% of Commissionable Sales up to and including [\$***INSERT***].

[***INSERT***]% of Commissionable Sales greater than [\$***INSERT***] and less than [\$***INSERT***].

[***INSERT***]% of Commissionable Sales greater than or equal to [\$***INSERT***].

In any Term or Agreement Year which is less than a complete year, the payments shall be based upon the Percentage of Net Sales at the Bookstore.

"Gross Sales" shall be defined as all sales of and revenue received by based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the UAB Bookstore Website, or elsewhere. Gross Sales shall include any commissions received by Company from products such as class rings, and commissions received by Company for authorized sales by other companies or organizations on the UAB Bookstore Website.

"Commissionable Sales" shall be defined as Gross Sales less:

- Voids
- Customer Refunds
- Handling Fees associated with the non-return of rental textbooks
- Discounts (provided that the discount amount thereof was included in Gross Sales)
- Sales Tax paid by Company to any government agency which was collected from customers
- Sales made at no margin by Company at the request of the University
- Other merchandise and sales mutually designated in writing as non-commissionable

3.2 Payment Schedule. The Percentage of Commissionable Sales shall be paid by Company to UAB by the thirtieth (30th) day of each month via electronic funds transfer (EFT) for business transacted during the previous month, beginning August 31, 2017. The calculation of the Minimum Annual Guarantee shall be made at the end of each Agreement Year (July 1 - June 30) and payment of any additional amount due to bring the payments of the Percentage Of Commissionable Sales for the Agreement Year up to the Minimum Annual Guarantee shall be made annually by July 31, beginning in 2018.

Company shall coordinate EFT payments and deliver or mail all payments to the following address:

Bank Name: Regions Bank
Bank Address: P. O. Box 11007
Birmingham, AL 35288
Account Name: UAB Operating Account
Account No.: 0000065463
Routing No.: 062000019 (Domestic transfers)
SWIFT Code: UPNBUS44 (International Transfers only)

Company shall coordinate payments by check and deliver or mail all check related payments to the following address:

Director, Business Services
AB 330
1720 2nd Avenue South
Birmingham, AL 35294

A detailed statement of its computation shall accompany each payment, and Company shall furnish additional supporting documentation to UAB upon request.

- 3.3 Signing Bonus Payment. Company shall pay UAB, in addition to all other financial consideration provided for in this Agreement, a one-time initial non-refundable signing bonus payment (the “Signing Bonus Payment”) in the sum \$[***INSERT***] on July 1, 2017. The Signing Bonus Payment will not be depreciated by Company.
- 3.4 Annual Textbook Scholarship Donations. Company shall provide UAB, in addition to all other financial consideration provided for in this Agreement, with annual non-refundable textbook scholarship donations (the “Annual Textbook Scholarship Donations”) in the sum of \$[***INSERT***]. The Annual Textbook Scholarship Donations shall be paid annually on July 1 of each Term year or Agreement Year or Renewal Term, beginning July 1, 2017.

ARTICLE IV - FACILITY INVESTMENT BY COMPANY

- 4.1 State-Of-The-Art Facilities. Company shall provide state-of-the-art retail Bookstore facilities at UAB throughout the Agreement.
- 4.2 Bookstore Facility / Bookstore Improvements. Company shall work closely with personnel designated by UAB and UAB Campus Planning and Facilities Department to develop plans to make bookstore improvements (the “Bookstore Improvements”) as needed during the Term in order provide a state-of-the-art retail Bookstore facility.
- 4.3 Facility Investment. Company shall invest \$[***INSERT***] (the “Facility Investment”) for the Bookstore Improvements.
- 4.4 Facility Investment Depreciation. Company shall depreciate the Facility Investment on a straight-line basis from the time period beginning when the Facility Investment is made until June 30, 2022.
- 4.5 Bookstore Approvals and Control of Construction of the Bookstore Improvements. Any Bookstore Improvements must meet UAB construction and facility standards; must be approved in writing in advance by UAB; must comply with all Alabama Competitive Bidding laws and procurement and permitting regulations and all other applicable Alabama laws regarding improvements to public buildings; and must be coordinated by Company in conjunction with UAB. The general contractor selected to construct the Bookstore Improvements must be selected in accordance with Alabama Competitive Bidding laws and procurement and permitting regulations and all other applicable Alabama laws regarding improvements to public buildings in accordance with used by to construct the Bookstore Improvements.
- 4.6 Finishes. All wall colors, carpeting and complementing finishes must conform to UAB’s brand design guidelines and be approved in advance and in writing by UAB.

4.7 Design Fees. All design fees and planning fees associated with the Bookstore Improvements shall be incurred solely by Company, and Company shall treat all design and planning fees as Company's operating expenses. Design fees and planning fees shall not be included as part of the Facility Investment to be depreciated. All design and planning consultants retained to perform the design and planning work must be approved in accordance with the rules concerning selection and approval of same of UAB's Board of Trustees.

4.8 Obligations Re: Termination with Cause. If this Agreement is terminated by UAB for cause (per Article II of this Agreement) prior to the Facility Investment being fully depreciated, then UAB shall not reimburse Company for any portion of the approved Facility Investment not yet depreciated, and the Bookstore Improvements shall remain the property of UAB.

If this Agreement is terminated by Company with cause (per Article II of this Agreement) prior to the Facility Investment being fully depreciated, then UAB shall reimburse Company for any portion of the approved Facility Investment not yet depreciated, and the Bookstore Improvements shall remain the property of UAB.

4.9 Obligations Re: Termination without Cause. If this Agreement is terminated by UAB without cause (per Article II of this Agreement) prior to the Facility Investment being fully depreciated, then UAB shall reimburse Company for any portion of the approved Facility Investment not yet depreciated, and the Bookstore Improvements shall remain the property of UAB.

4.10 Accounting of Facility Investment. Company shall provide UAB with a full accounting of its Facility Investment, including copies of invoices paid to vendors for the Facility Investment.

4.11 Facility Reimbursement. If the actual amount spent by Company on the Bookstore Improvements is less than \$[***INSERT***], then Company shall pay to UAB the difference between the actual amount spent and \$[***INSERT***], payable on June 30, 2021.

4.12 Ownership of Bookstore Improvements. Company hereby acknowledges and agrees that the Bookstore Improvements shall at all times be and remain the sole property of UAB.

4.13 Property Upon Termination. Company agrees that upon expiration, termination, or non-renewal of this Agreement, the Bookstore Improvements shall remain the property of UAB, without additional payment except as required herein.

4.14 Signage. Any proposed exterior signage, banners, etc., must be approved in advance in writing by UAB, and must adhere to UAB requirements.

- 4.15 Timing of Facility Investment. The timing of the Facility Investment shall be determined by UAB in cooperation with Company.
- 4.16 Technology/Computers. The Facility Investment shall not include any technology investment by Company. Technology investments and upgrades during the Term of the Agreement and Renewals shall be at the sole expense of Company.

ARTICLE V - FACILITIES

- 5.1 Use of UAB's Facilities/Services. Company and its employees or agents shall have the right to use those facilities of UAB that are necessary to perform its services under this Agreement and shall have no right of access to any other facilities without written approval. UAB will provide electricity, gas, sewer, and water for the Bookstore. UAB will not be held responsible for any disruption of utility services beyond UAB's control, including but not limited to, Acts of God, accidents, or repairs.
- 5.2 Presence on UAB's Premises. Company agrees that all persons working for or on behalf of Company (including the Bookstore Improvements) whose duties require their presence on UAB premises shall obey all rules and regulations that are established by UAB and shall comply with the reasonable directions of UAB's officers, employees or agents. Further, Company shall be responsible for the acts of its employees, general contractors, subcontractors, vendors and agents while on UAB premises. Accordingly, Company agrees to take all necessary measures to prevent injury and loss to persons or property located on UAB premises. Company shall be responsible for all damage to persons or property caused by Company or any of its employees, general contractors, subcontractors, vendors or agents. Company shall promptly repair, to the satisfaction of UAB, any damage that it, or its employees, contractors or agents may cause to UAB premises or equipment. On Company's failure to do so, UAB may repair such damage and Company shall reimburse UAB on demand for all costs relating to the repair. Company shall perform the services identified in this Agreement without interfering in any way with the activities of UAB faculty, students, staff, or visitors.

ARTICLE VI - LIABILITY/INSURANCE

- 6.1 Independent Contractor. All of Company's employees furnishing services to UAB shall be deemed employees solely of Company and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, UAB. Company shall perform all work or services pursuant to this Agreement, including the Bookstore Improvements, as an independent contractor. Company shall discharge all its duties and liabilities as such. No acts performed or representations, whether oral or written, made by Company with respect to third parties shall be binding on UAB. Company shall operate the Bookstore as an independent contractor, and with its own credit.

6.2 Indemnification. Unless proximately caused by the negligence or willful act or omission of University, its trustees, officers, employees or agents, Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless University, and its trustees, agents, officers, and employees, (the “Indemnified Parties”) from and against any and all loss, damage, liability, claims, damages, penalties, demands, fines, suits, actions and causes of action and all reasonable costs and expenses incident thereto, including without limitation, court costs, reasonable costs of defense, costs of investigation, settlements, judgments and reasonable attorneys’ fees (collectively, the “Losses”), resulting from any injuries (including death) to any persons and for any damages to property (to whomsoever belonging) or to the Bookstore or the Hill University Center where the Bookstore is located, including, clean-up, remediation, or corrective action costs, which are caused by or arising out of any negligent (including strict liability), wanton or intentional act or omission of Company or anyone employed by Company, or anyone for whom the Company is legally liable or in any way associated or connected with the performance of Company’s activities, responsibilities or obligations hereunder. The Company shall give written notice promptly to University of an event or occurrence arising from the operation of the UAB Bookstore that may or does give rise to a claim or Loss as defined in this section. Company acknowledges and agrees that in University’s legal capacity as an agency of the State of Alabama, and a public constitutional corporation of the State of Alabama, University cannot agree to indemnify or defend Company under any circumstances. This provision of indemnity shall survive termination of the Agreement.

6.3 Insurance Requirements. Company shall comply with the following insurance requirements:

Company shall not commence work under the Agreement until it has satisfied all the insurance requirements contained herein, subject to University approval which shall not be unreasonably withheld. Company shall maintain all required insurance in force and effect throughout any Term of the Agreement, including Renewal Terms. Company shall maintain insurance as follows:

Workers' Compensation Insurance. Company shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars (\$1,000,000.00) each accident covering all of its employees. Policy shall be issued from insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FDC) VII or better, and authorized to do business in the State of Alabama;

Commercial General Liability Insurance. Company shall maintain during any Term of this Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and

Products Liability, covering only the operations and activities of Company under this Agreement and, upon request, shall provide University with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. University shall be named as an additional insured under Company's general liability policy of insurance. Such additional insured status may be granted by blanket additional insured provision. Policy shall be issued from insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FDC) VII or better, and authorized to do business in the State of Alabama;

Property Insurance. University shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, state insurance, self-insurance, or a combination thereof) to keep the buildings, including the Bookstore and Hill University Center, and all University owned property contained therein and University's other property insured against loss or damage by fire, explosion or other cause normally covered by special causes of loss form and builders risk property insurance policies. University will not provide any property insurance for Company owned property and Company it is recommended that Company obtain such coverage for same.

Commercial Automobile Liability. Company shall maintain during the term of this Agreement, Commercial Automobile Liability insurance covering automobiles used in the provision of services by Company with a limit of not less than Two Million Dollars (\$2,000,000) for each occurrence protecting it from claims for damages for bodily injury, including, death. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. University shall be named as an additional insured under Company's auto liability policy of insurance. Such additional insured status may be granted by blanket additional insured provision. Policy shall be issued from insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FDC) VII or better, and authorized to do business in the State of Alabama;

Additional Insurance Conditions: Company's policies shall be primary insurance to any other valid and collectible insurance available to University with respect to any claim arising out of Company's performance under this Agreement. The Company shall give written notice promptly to University of an event or occurrence arising from the operation of the Bookstore that may or does give rise to a liability claim against any one of the liability policies, including general liability, auto liability, or liquor liability.

ARTICLE VII - PERSONNEL

7.1 Management and Staff. Company shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the UAB Bookstore in accordance with the requirements of this Agreement. Company shall use all reasonable commercial efforts to ensure that the management team and the staff of the Bookstore are stable and that their conduct and interaction with the UAB community, customers, and vendors are consistent with the mission and values of UAB. All Company employees will adhere to the behavioral standards of UAB while working on the premises of UAB, per the most recent UAB personnel policies. Company shall remove any employee(s) from the premises when requested to do so by UAB.

Company shall employ only workers for duties under the Agreement that are eligible for such employment under applicable law (including but not limited to U.S. immigration law).

7.2 Student Employment. Company shall provide employment opportunities for students of UAB.

7.3 Manager/Director. The Bookstore Manager/Director assigned to the UAB Bookstore by Company must be approved in advance in writing by UAB. Subsequent changes in assignments will be made by Company only after prior consultation with, and written approval by, UAB.

7.4 Organization Chart/Staffing Level. Company shall present its organization chart/staffing level to UAB for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, UAB.

7.5 Equal Employment Opportunity. Company agrees to abide by all state and Federal employment laws and UAB's equal opportunity policies.

7.6 Criminal Background History Checks. Company agrees to perform public record criminal history checks for all UAB Bookstore employees in accordance with Alabama law and any other relevant federal and state statute restrictions. Company will exclude prospective or active employees with relevant offenses from assignment to UAB consistent with the requirements and restrictions of the above statutes.

7.7 UAB Employees. No employee(s) nor former employee(s) of UAB shall be employed by Company at facilities to perform services pursuant to this Agreement without written consent of UAB. Company will not hire or solicit employees of UAB during any Term of this Agreement.

- 7.8 Employment Laws. Company shall comply with all state of Alabama and federal employment requirements.
- 7.9 ADA. The Company shall comply with the Americans with Act (ADA) within the Bookstore premises.

ARTICLE VIII - MISCELLANEOUS

- 8.1 Changes. This Agreement shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Agreement. Point of contact for administrative issues for UAB (the “Agreement Administrator”) will be the Associate Vice President, Business/Auxiliary Services (and or his or her designee), The University of Alabama at Birmingham, Business/Auxiliary Services, 330 Administration Building 330, 1530 3rd Avenue South, Birmingham, AL 35294-0103. Telephone 205-934-8229. Point of contact for administrative issues for Company will be [***INSERT*** COMPANY NAME, ADDRESS AND TELPHONE].
- 8.2 Assignment, Binding Effect and Change in Control. Company may not assign any rights or delegate any obligations or responsibilities created by this Agreement for any reason (including a change in the control or corporate structure of the Company) without prior written consent of UAB, which may be withheld in its sole discretion. Any assignment in violation of this Agreement is void. In the event the Company is acquired by another company or otherwise changes ownership or its operations that are in place at the beginning of the Initial Term, UAB reserves the right to cancel the Agreement immediately upon written notification to Company at the time of such attempted assignment, sale, or the change in Company’s ownership. If the Owner terminates the Agreement in accordance with this paragraph, there shall be no termination fee, penalty, liquidated damages or payment due beyond payment for services rendered through the date of termination. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives
- 8.3 Force Majeure. In the event that either party is unable, wholly or in part, to carry out its obligations under this Agreement, by reason of acts of God or public enemy, wars, blockades, insurrections, civil disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, and any other causes, whether of the kind enumerated herein or otherwise, not within the control of the party unable to perform, then the obligations of this Agreement shall be suspended during the reasonable continuance of any inability so caused. Work stoppages shall not be considered “force majeure” for which obligations of this Agreement may be suspended.
- 8.4 Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or

conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

8.5 Severability. The presence in the text of this Agreement of any clause, sentence, provision, paragraph, or article held to be invalid, illegal, or ineffective by a Court of competent jurisdiction shall not impair, invalidate, or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.

8.6 Governing Law and Dispute Resolution. This Agreement, and amendments and supplement thereto, shall be governed by the laws of the State of Alabama. In the event of any dispute arising out of or relating to this Agreement, or to a breach thereof, including its interpretation, performance or termination, the parties shall try to settle such conflicts amicably between themselves. In the event the parties are still unable to resolve the dispute or conflict by negotiation, the dispute or conflict may then be submitted by a party to a mediator, mutually agreed to by the parties, for nonbinding mediation in Birmingham, Alabama. The parties shall split the cost of the mediator and cooperate with the mediator in an effort to resolve such dispute. Company acknowledges that the University is a division of The Board of Trustees of The University of Alabama, is a public constitutional corporation of the State of Alabama, and as a state agency, cannot waive immunity conferred by Ala. Const., Article I § 14. The University does not waive and specifically reserves all immunities to which it is entitled by the Constitution, laws, and statutes of the United States and the State of Alabama. Any provisions of the Agreement that may be considered consent to suit or binding arbitration or a waiver of immunity by the University are hereby stricken and rendered null and void. Any alleged claim by Company against the University for breach of this Agreement or any other liability must be submitted to the Board of Adjustment of the State of Alabama, which is the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency. Exclusive jurisdiction and venue of any claims that are not barred by immunity, nor required to be filed before the Alabama State Board of Adjustment, shall lie exclusively in the federal and State courts sitting in the county where the University is located. This clause shall survive termination of this Agreement.

8.7 Legal. Company represents and warrants that all articles and services covered by the request meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this offer. When applicable, all articles and services must also meet or exceed other federal requirements including but not limited to the Americans with Disabilities Act of 1992 and the Food and Drug Administration. The performance of this contract by Company will not violate the provisions of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, and the Vietnam ERA Veterans Readjustment Assistance Act of

1974.

The furnishing of materials, supplies, equipment or services to UAB under this Agreement constitutes assurance by Company of Company's compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, dated September 28, 1965, as amended (Equal Opportunity Employment), issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the Civil Rights Act of 1964.

Company understands that this Agreement will be subject to section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.F.R. part 420 if the Agreement includes furnishing of services at a cost or value of \$10,000 or more over a twelve-month period.

Regardless of any contrary provision(s) hereof, this Agreement unilaterally may be amended in writing by UAB as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. UAB promptly shall provide to Company a copy of an amendment made by UAB pursuant to this therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this section.

Company represents and warrants that Company and any of its directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. Company shall immediately notify UAB in the event that Company is no longer able to make such representations, and UAB may upon five (5) business days written notice terminate this Agreement.

CERTIFICATION PURSUANT TO ACT NO. 2006-557: Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a response to the Request for Proposal and by signing this Agreement, Company certifies it is in full compliance with Act No. 2006-557, that Company is not barred from bidding or entering into a contract pursuant to Alabama Code Section 41-4-116,

and Company acknowledges that UAB may declare the contract void if the certification is false.

Compliance with Laws and Regulations. Company shall comply with all laws, orders and regulations of federal, state, county and municipal authorities with respect to the Bookstore and its operation, and any regulations or requirements of the University, or any department thereof, which in any manner apply to the operation and maintenance of the Bookstore. Company shall also comply with all state and local building, fire, health, zoning codes and/or regulations that apply to the operation of the Bookstore. Any reference to such laws, ordinances, rules, regulations, and codes shall include any amendments thereto.

Permits and Licenses. Company shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of University's Bookstore. Company shall notify University immediately in writing in the event Company becomes aware of any lapse of any required permit or license that falls within the responsibility of University.

University's Trademarks. In no instance shall University's or University's name, logos or trademarks be used by Company in connection with any advertising or promotions which are not directly related to University without its specific prior written consent. The foregoing provision shall not restrict Company from including University and/or University as a non-endorser client in Company's marketing materials and sales proposals. University's name and logo shall be prominently displayed on all Bookstore promotional materials in a manner that is in full compliance with University's graphic standards. None of the provisions of this Agreement grant to Company the right to use or to sublicense the use of University's names, logos, and trademarks, without the prior written consent of University. Company acknowledges and agrees that University owns its logos and trademarks, modifications of them, as well as any other names, trademarks, logos, and symbols adopted and used or approved for use by University (collectively the "Indicia"). Company shall not have any right to use University's Indicia without its prior written consent. Company acknowledges that any original designs, artwork or other compilations or derivatives ("Works") created by it pursuant to this Agreement that contain the Indicia are compilations or derivatives as those terms are used in Section 103 of the Copyright Act. Therefore, any rights, including copyrights, that Company might have in those original Works do not extend to any portion or aspect of the Indicia or any derivatives thereof, and do not in any way dilute or affect University's interests in the Indicia or any derivatives thereof. Company may not create, use, or copy any Work that includes Indicia without University's prior written consent. Company shall not copy, use, assign or otherwise transfer any rights in any Works with any portion or aspect of the Indicia or any derivatives thereof included, except as expressly permitted under this Agreement, without University's express prior written authorization. Company shall not attempt to obtain or assert copyright

rights in any of University's Indicia or any artwork or design that contains University's Indicia, without University's express prior written authorization. This provision shall survive termination of the Agreement.

- 8.8 Damage. Company will be are responsible for any damage to UAB property when such damage is inflicted by Company's employees, or agents of Company, or any sub-contractor of Company.
- 8.9 Incorporation by Reference and Conflicting Provisions. The parties agree to incorporate by reference and expressly make a part of this Agreement, the UAB RFP (and certain correspondence, addenda or memos relative to questions and answers concerning the Request for Proposal) [Stamped numbers UAB RFP *****INSERT*****] to UAB RFP *****INSERT***** , and the Company Proposal (and any attachments or Addenda thereto) [Stamped numbers *****INSERT*****] to *****INSERT*****. The original copies of the Stamped documents will remain in the care and custody of the University, and a copy of such documents will be provided to Company upon request. In the event of any conflict among these documents, the following order of precedence shall apply (1) the Agreement and all Exhibits or Attachments thereto; (2) the terms and conditions of the UAB RFP (and certain correspondence, addenda or memos relative to questions and answers concerning the Request for Proposal); then (3) the Company's Proposal (and any attachments or Addenda thereto).
- 8.10 Notice. Any notice or communication required or permitted to be given hereunder shall be effective when received and shall be in writing and served personally with proof of delivery and acceptance, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follow:

To UAB:

University of Alabama at Birmingham
Attention: Associate Vice President
Business and Auxiliary Services
330 Administration Building 330
1530 3rd Avenue South, Birmingham, AL 35294-0103.

With required copy to:

University Counsel
The University of Alabama at Birmingham
1720 2nd Ave. South, AB 820
Birmingham, AL 35294-0108

To Company:

*****INSERT***COMPANY CONTACT INFORMATION**

- 8.11 Amendments, Authority to Execute, and Counterparts. Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed this Agreement, or their successors in office. Each party represents that it is duly organized in good standing and authorized to enter into this Agreement and that the individuals signing have full authority to do so. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- 8.12 Entire Agreement. This Agreement, the Exhibits thereto, and any documents incorporated by reference, constitute and express the entire agreement of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto being herein merged.

[Signature pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year indicated on the first page herein.

COMPANY:

UNIVERSITY:

*****INSERT Company Name*****

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, FOR ITS
DIVISION, THE UNIVERSITY OF
ALABAMA AT BIRMINGHAM**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
OPERATIONS

- A1. Rights. Company shall have the exclusive right to operate the Bookstore and provide the Bookstore Services at UAB. The “Bookstore Services” shall be defined as selling academic books, academic regalia, course materials, medical reference books, class rings and special order academic supplies. UAB may, however, occasionally authorize the sale of certain items which would be considered to be Bookstore Services by approved vendors, student groups, or by UAB organizations on campus. In addition, Company shall have the duty and exclusive right to operate the official Bookstore website for UAB.
- A2. Company Duties/Responsibilities. Company shall operate the Bookstore on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by this Agreement.
- A3. Taxes. Company shall be responsible for any and all taxes and assessments arising out of the operation of the Bookstore including, but not limited to, payroll and personal taxes, franchise taxes, sales and use taxes, and income taxes. As UAB is a tax exempt entity for the purposes of property tax or ad valorem assessments, neither UAB, nor Company shall be responsible for the payment of same. Company shall secure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments under which the Agreement will be performed. In performance of this Agreement, Company has complied or will comply, and all services provided hereunder have been produced or furnished in full and complete compliance, with all federal, state and local laws, rules, ordinances and regulations.
- A4. Company shall operate the Bookstore in a manner that reflects the image and reputation of UAB and supports the mission and vision of UAB. Company shall become involved in the academic, cultural, and social environment of UAB, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon UAB’s ongoing and unique activities.
- A5. Bookstore Name. The name of the Bookstore shall be the UAB Bookstore or another name as determined by UAB.
- A6. Locations/Programs. Company shall manage and operate the following Bookstore location and program:
- The UAB Bookstore, located on the UAB campus at the Hill Student Center
 - The UAB Bookstore Website

- A7. UAB Rights Re: Bookstore Locations. UAB has the right to add or remove Bookstore locations if UAB deems such additions or removals are in the best interest of UAB.
- A8. Licensing, Permits, Taxes. Company shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. Company shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

[End]

EXHIBIT B
CUSTOMER SERVICE

- B1. Customer Service Expectations. Company shall provide excellent customer service at the Bookstore.
- B2. Nametags/Identification Tags. Company shall ensure that all Bookstore employees wear customized UAB Bookstore nametags/identification tags.
- B3. Support of Student Organizations. Company shall cooperate to whatever commercially reasonable extent possible in order to assist and be supportive to student organizations and student activities of UAB with respect to Bookstore services and merchandise.
- B4. Donations. Company shall provide donations of merchandise, gift card/textbook scholarships, Bookstore gift cards, etc., to support various departments, programs, events, etc., on campus.
- B5. Customer Feedback. Company shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the UAB Administration for evaluation and input.
- B6. Hours of Operation. Hours of operation shall be approved by UAB in writing. Business hours shall be extended during the beginning of each semester, selected weekends, and to support special programs, athletic events, and other events as necessary. Company shall adjust business hours as requested, including accommodating students attending evening classes. Changes to the hours of operation must be approved in writing by UAB's Agreement Administrator. During all business hours, including peak business hours and extended hours of operation, Company shall staff the Bookstore adequately to provide the level of service required by UAB.
- B7. Reporting Requirement. UAB's Agreement Administrator shall oversee the management and operations of Company's activities. Company's regional manager shall meet at least once per month, or less if agreed upon, with UAB's Agreement Administrator to discuss Company's performance. Company's regional vice president shall meet at least twice per Agreement Year with UAB's Agreement Administrator to discuss Company's performance.
- B8. Bookstore Advisory Board. Company will participate in the UAB Bookstore Advisory Board. The role of the Bookstore Advisory Board will be to provide input and feedback to Company regarding products, services, policies, marketing, etc. The Bookstore Advisory Board members will be selected by the UAB Agreement Administrator. The meeting schedule of the Bookstore Advisory

Board will be determined by the UAB Agreement Administrator. The bookstore manager and Company's regional manager will be required to attend all Board meetings. In addition, one of Company's Vice Presidents will be required to attend a minimum of one Board meeting per Agreement Year.

B9. Bookstore Business Plan. Company shall provide a written Business Plan for the Bookstore. The Business Plan will be reviewed and updated with the UAB Administration on a quarterly basis. The Business Plan will include, but not be limited to, the following:

- Course Materials Market Share Plan
- Emblematic Merchandise Plan
- Customized Marketing and Social Media Plan
- Customized Strategic Plan and Marketing Plan for Online/Web Sales
- Key Performance Indicators, including, but not limited to, the following:
 - Sales per FTE student
 - Course Materials sales per FTE student
 - Course Materials Value Ratio
 - Rental ratio
 - Web order fulfillment/backorder ratios
 - Length of checkout lines during Rush
 - Customer satisfaction

B10. Refund Policy. Company's refund policy must be sensitive to the needs of UAB Students and customers.

[End]

EXHIBIT C
COURSE MATERIALS

- C1. Agent for the Collection of Textbook Adoptions. Company shall be UAB's agent for the collection and compilation of the course materials list and for providing course materials to UAB. Company shall provide sufficient quantities of all required, recommended, or suggested course materials, textbooks, custom-published materials (including the securing of copyright clearances), medical books, medical supplies, software, materials published or distributed electronically, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by UAB.

Company acknowledges that the selection of course materials, textbooks, software and related academic supplies and materials is an academic matter and therefore, authority for the selection of textbooks and other course materials shall rest solely with the UAB Faculty.

- C2. UAB Rights Re: Adoption Data. Course Materials adoption data and forms, whether received in paper form, electronically, or otherwise, provided to the contractor by UAB's Faculty or Staff are the property of UAB. Company shall provide course materials adoption data and/or adoption forms to UAB within twenty-four (24) hours of UAB's request for copies of such adoption data and/or adoption forms.
- C3. Early Textbook Adoptions. Company, working with the faculty, shall make every effort to obtain early course materials adoption commitments in order to maximize the quantity of course materials purchased from students for resale at the Bookstore. Company shall provide timely reports to faculty members concerning the status of their orders.
- C4. Course Materials Quantities. Company shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by UAB.
- C5. Comprehensive Course Materials Services. Company shall provide comprehensive course materials services and shall work closely with UAB to support all UAB Programs.
- C6. Distance Learning Programs. Company shall provide course materials services for UAB's current or future distance learning programs.
- C7. Course Materials Affordability. Company's course materials pricing cannot exceed the following pricing policy requirements:

- List-priced new textbooks will be sold at no higher than a twenty percent (20%) gross profit margin.
- List priced medical books will be sold at no higher than the publisher's or distributor's list price.
- "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
- "Net-Priced" new textbooks shall be sold at no higher than a twenty percent (20%) gross profit margin (i.e., publisher's net price, per the publisher's invoice, divided by 0.8).
- "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty percent (20%) gross profit margin (i.e., publisher's net price, per the publisher's invoice, divided by 0.8).
- Digital course materials sold by publishers to Company at net-price shall be sold by the Bookstore at no higher than a twenty percent (20%) gross profit margin.
- Digital course materials sold by publishers to Company via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
- Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
- Course packs and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty percent (20%) gross profit margin.
- Rental textbooks shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.
- There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., the above formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)

- C8. Pricing Policy-General Books. Company 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.
- C9. UAB Audit Rights- Pricing Policies. UAB has the right to audit Company's records, vendor invoices, publisher invoices, etc., to verify adherence to the Agreement's pricing policies.
- C10. Used Textbook Program. Company shall make a significant effort to maximize the availability of used textbooks for UAB Students at substantial savings.
- C11. Buyback. Company shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester or academic term. (i.e., if a textbook was purchased new and

has been readopted, then Company shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then Company shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester or academic term shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides. UAB has the right to select the national used book wholesale buying guide that will be used by the contractor on the UAB campus.

- C12. UAB Audit Rights- Buyback Policy. UAB has the right to audit Company's records, used book wholesaler invoices, buyback transaction data, etc. to verify that Company is adhering to UAB's buyback requirements.
- C13. Custom-Published Materials. Company shall provide custom-published materials (i.e., course packs), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales, and use of UAB printing department whenever possible.
- C14. Textbook Rental Program. Company shall provide a full-service textbook rental program. Company shall make a significant effort to maximize the availability of rental textbooks for UAB Students at a substantial savings.
- C15. Digital Course Materials. Company shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. Throughout any Term of the Agreement, the University will continually evaluate digital delivery programs in the marketplace and will have the right to select alternate digital delivery programs at any time during the Agreement , if it is determined that such programs are in the best interests of the University.

Company shall present all desirable innovations for the delivery of course materials to UAB Administration and Faculty and work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

- C16. Online Course Materials Ordering. Company's website for the Bookstore shall include, but not be limited to, the ability for customers to order and reserve course materials.
- C17. Students with Disabilities. Company shall provide required services to students with disabilities.
- C18. HEOA/Other Laws. Company shall work with UAB to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.

C19. Desk Copies. UAB prohibits the purchase and sale of complimentary/desk copies by the Bookstore.

[End]

EXHIBIT D
GENERAL MERCHANDISE AND MARKETING

- D1. General Merchandise Selection. Company shall provide a full range of general merchandise including all required and recommended course materials, new textbooks, used textbooks, health sciences textbooks, custom published materials, supplies, medical supplies and clothing, class rings, academic regalia, emblematic clothing, emblematic gifts, computer software, computer/technology supplies, general books, reference books, novelty gifts, school supplies, art supplies, greeting cards, convenience products (e.g., beverages, candy, snacks, etc., at the LVC campus only), health and beauty aids (HBA's), special order services, graduation related merchandise, and other products, merchandise and services expected from a full-service Bookstore.
- D2. Emblematic Clothing and Gifts. Company shall promote and brand UAB by offering a broad selection of emblematic clothing and gifts. Company shall provide exceptional value to UAB customers by offering high quality products and services at fair prices and multiple price points. The UAB Administration shall participate in the selection of emblematic clothing and gifts, at its sole discretion.
- D3. Pricing Policy-General Merchandise. Company shall sell general merchandise including, but not limited to clothing, giftware, convenience items, and supplies, 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. Company shall make a significant effort to provide emblematic/logo merchandise at multiple price points.
- D4. Licensing Agreement/Logo Use. Company will adhere to all requirements of any licensing agreement entered into by UAB or its affiliates with regard to the use of UAB's Indicia, including without limitations, its trademarks and logos. Company will adhere to any UAB established standards for use of the UAB name, logo, seal, etc., including without limitation the requirements of that section of the Agreement entitled "University's Trademarks."
- D5. New Product Lines. Company shall continually expand and introduce new product lines that appeal to UAB customers (e.g., students, faculty, staff, alumni, and visitors) and generate traffic into the Bookstore.
- D6. Website/Social Media. Company shall be required to maintain a full-service UAB Bookstore Website. The website will feature a full range of UAB emblematic merchandise. Company shall develop and implement a social media marketing and promotion strategy. To the extent that Company develops its own social media sites (e.g., facebook, instagram, twitter) or integrates with UAB sites, Company shall be required to keep its posted information up-to-date, refresh its sites frequently consistent with effective social media strategies, and conform

- to UAB social media standards and practices. The website must comply the requirements of that section of the Agreement entitled “University’s Trademarks.”
- D7. Graduation Merchandise. Company shall sell graduation merchandise (e.g., diploma frames, regalia, announcements, class rings, etc.) in the Bookstore and at other locations as designated by UAB, during graduation.
- D8. Merchandise Sales at Athletic and Other Events. Company shall sell merchandise at select athletic events and other events throughout the year. Company shall be required to set up a kiosk and sell merchandise at all home football games, along with other select athletic events.
- D9. Support of Student Organizations. Company shall cooperate to whatever reasonable extent possible in order to assist and be supportive to UAB student organizations and student activities with respect to Bookstore services and merchandise.
- D10. Product Removal. Company shall withdraw from display or sale, any item or items which UAB requests not be displayed or sold.
- D11. Class Rings. Company shall sell class rings in the UAB Bookstore. The design, style, and selection of class rings shall be approved in advance by UAB.
- D12. Academic Regalia. Company shall be responsible for offering academic regalia to faculty and students for rent and sale for UAB’s graduation ceremonies that is consistent with the standards provided and approved by the University Commencement Committee.
- D13. Bartow Arena. Company will sell logo and emblematic merchandise at men’s basketball games and other events in secure space, provided by UAB, in the UAB Bartow Arena.
- D14. Fixtures/Equipment for Special Events. Company shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell UAB merchandise at designated special events on campus to capitalize on sales opportunities.
- D15. Special Events. Company shall support special events (e.g., lectures, readings, speakers, etc.) in the Bookstore and on campus at UAB events.
- D16. Vendor Code Of Conduct. Company shall have a vendor code of conduct policy. The policy must ensure that all vendors with whom the Company does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

[End]

EXHIBIT E
TENDER TYPES / DISCOUNTS

- E1. Tender Types. Company shall accept cash, personal checks, major credit cards, bank debit cards, authorized UAB department charges, internal and external scholarship charges, UAB purchase orders, and the UAB One Card. Company shall be solely responsible for the expenses and collection of debts resulting from cash, personal checks, credit cards, and debit card transactions. UAB will guarantee payments for UAB purchase orders and campus cards payable within thirty (30) days of receipt of the billing by UAB.

Any sums due to UAB hereunder and not paid by Company, or due to Company hereunder and not paid by UAB, when due shall bear interest at the rate of one percent (1%) per month until paid, but in no case shall the amount exceed that permitted under the Alabama usury law.

- E2. UAB One Card. Company shall accept the UAB One Card in the Bookstore and work with the UAB Administration to successfully implement the appropriate technology needed in the Bookstore to process UAB One Card transactions in compliance with the requirements herein. Company shall pay a service charge of five (5%) of sales, or an amount not to exceed the maximum allowed by Alabama state law, for all UAB One Card transactions. UAB shall deduct the service charge prior to reimbursing Company for One Card transactions. Company will incur all Bookstore hardware costs, software costs, programming costs, and maintenance fees associated with accepting the One Card in the Bookstore.
- E3. Scholarship Transactions. Company will accept internal and external scholarships. Company shall invoice the UAB Athletic Department on a monthly basis for the athletic scholarship transactions the previous month. At the end of each semester, Company will buy back textbooks that were charged to the Athletic Department at the beginning of the semester. Buyback prices for athletic scholarship textbooks will be established in accordance with buyback pricing policies outlined in this Agreement. Company will issue a credit to the Athletic Department for buyback of athletic scholarship textbooks.
- E4. Purchase Orders. Company will accept University Purchase Orders (“P.O.’s”) and University Limited Purchase Orders (“L.P.O.’s”). For University P.O.’s and L.P.O.’s, Company will bill the appropriate University departments on a monthly basis.
- E5. Department Charges. Company shall provide a twenty percent (20%) discount on UAB departmental charge purchases, excluding textbooks, computer software, computer hardware, special orders, sale books, class and alumni rings, periodicals, discounted merchandise, stamps, health & beauty aids, food, snacks, and beverages.

E6. Faculty/Staff Discounts. Company will allow full-time faculty and staff of UAB a ten percent (10%) discount on all merchandise available at the Bookstore (some exclusions may apply).

[End]

EXHIBIT F
FACILITY AND EQUIPMENT REQUIREMENTS

- F1. Facility. UAB shall provide Company with Bookstore and stock room facilities consisting of approximately 9,721 square feet in the Hill Student Center on the UAB campus.
- F2. Facility Usage. Company shall have the right to utilize all space currently utilized by the Bookstore in the Hill Student Center. Company may reorganize the Bookstore floor plans with the written approval of UAB's Agreement Administrator.
- F3. Interior Maintenance. Company shall be responsible to maintain properly, and to the satisfaction of UAB, the interior of the Bookstore, including day to day cleaning of floors, walls, windows, fixtures, furniture, equipment, light fixtures, changing of light bulbs etc., and other, related custodial services. Company shall be responsible for preventative and deferred maintenance of the Bookstore interior and fixtures to ensure safety and provide a quality Bookstore atmosphere.
- F4. Key. Company will provide an emergency key and security alarm codes to the UAB Police.
- F5. Access to Facility. Authorized representatives of UAB shall have access to all areas of the Bookstore at all times.
- F6. Security/Safety Issues. Company shall collaborate with the UAB Police personnel and the UAB Administration concerning questions of discipline, enforcing regulations, safety, and internal security and theft control in the Bookstore. UAB requests that in non-emergency situations, Company's first point of contact with regard to security and safety issues will be the UAB Police. UAB will provide security service for the Bookstore in the same manner provided for other University buildings. Additional security services may be provided upon request, with Company agreeing to reimburse UAB for such services.
- F7. Trash Removal/Recycling. Company shall be required to participate in the UAB recycling program. Company shall remove all trash and recyclable materials and place them in the proper University containers. UAB shall cover the cost of trash removal from the University containers. Company shall be responsible for the cost of the removal of hazardous waste, providing the hazardous waste was created or obtained by Company.
- F8. Environmental/Sustainability Practices. Company shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all UAB environmental/sustainability practices.

- F9. Exterior Maintenance. UAB shall supply maintenance, grounds keeping and other related services consistent with other campus buildings for the exterior of the Bookstore. UAB shall provide utilities in the existing, and future, Bookstore locations including electricity and fuel for heating and cooling. Company agrees to exercise care and due diligence to keep usage of utilities to a minimum and cooperate with UAB's energy conservation programs.
- F10. Maintenance of Equipment, Fixtures, Furniture. Company shall be responsible to maintain any equipment, fixtures or furniture located within the Bookstore. Any such equipment, fixtures or furniture that requires replacement during the Term of the Agreement shall be replaced by Company at Company's expense and become the property of UAB at the termination of this Agreement. Any such investment by Company in replacements hereunder shall meet UAB's standards and must be approved in writing in advance by UAB. Company shall have the right to utilize UAB Bookstore's existing furniture, fixtures, etc., in "as-is" condition and shall be responsible for maintaining any furniture, fixtures, etc., located within the Bookstore at its sole expense. At the termination of the Agreement, Company will return any furniture, fixtures, etc., to UAB in the same condition as at the commencement of the Agreement, excepting normal wear and tear. Any furniture, fixtures, etc., in the Bookstore owned by UAB which Company decides to no longer utilize in the operation of the Bookstore shall be returned to UAB.
- F11. Signage. All internal and external UAB Bookstore signage must be approved in writing in advance by UAB.
- F12. Interruption of Utilities/Services. UAB shall not be liable to Company for any losses that may result from interruption of any utilities or other services.
- F13. Communication Expenses. Company shall be responsible for all communication expenses including, but not limited to, equipment rental, telephone and data/internet service fees, local and long distance telephone service, and labor associated with requested relocation of telephone lines. UAB shall provide access to campus telephone service at the standard UAB rate. UAB shall provide desktop and/or wall-mounted telephone instruments for Vendor's business use. Company shall use University's telephone system, including University's designated service provider(s) and assigned lines and instruments, throughout the Term of this Agreement. Company shall not install a separate telephone system but shall be responsible for costs to repair and maintain assigned lines, costs to repair or replace telephone instruments, and local and long distance service charges to the assigned lines. Company shall notify University when repairs or replacement are required and University shall expedite said repairs or replacement. All costs incurred by University to repair or replace lines or equipment on Vendor's behalf shall be invoiced to Company by University, and Company shall remit payment to University within thirty (30) calendar days of receipt of invoice. All local or long distance service charges incurred by Company shall be paid by Company upon receipt(s) from University's telephone service provider(s). University shall

invoice Company for the local or long distance service charges and Company shall remit payment to University within thirty (30) calendar days of receipt of invoice. Company shall provide its own cellular telephones and service, at Company cost.

- F14. ADA. Company shall meet the Bookstore needs of handicapped students, faculty, and staff. Company acknowledges that the Bookstore premises is subject to the Americans with Disabilities Act (ADA), and specifically agrees to comply with, and to pay all costs of compliance with laws, regulations and any ordinances that may apply to the access and operation of the Bookstore pursuant to the ADA. Company will indemnify, defend, and hold harmless and protect UAB in the event Company is found to be in violation of its obligation to comply with the ADA in accordance with that section of the Agreement entitled "Indemnification." These requirements regarding ADA compliance and responsibility apply only to the Bookstore premises under the care, custody, and control of Company, and do not apply to any other portion or part of the Hill Student Center.
- F15. Accident/Incident Reporting. Company shall inform all its employees of the UAB's requirements for the timely reporting of accidents or incidents that occur on UAB's premises or that might otherwise give rise to a claim against the UAB, and shall be responsible for insuring that appropriate notice is provided concerning same without delay.

[End]

EXHIBIT G **TECHNOLOGY**

- G1. Technology Investment. Company shall provide state-of-the-art technology (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. Company's systems shall have the ability to interface with current or future UAB systems, including but not limited to Canvas, UAB'S LMS. UAB will not buy out the undepreciated portion of Company's technology investment at the termination, expiration, or non-renewal of this Agreement.

Company shall make a capital investment of \$[***INSERT***] in technology, computer systems, point-of-sale systems, etc., in the UAB Bookstore. The capital investment in technology shall be made at the commencement of this Agreement. All technology investments by Company shall remain the property of Company upon termination, expiration, or non-renewal of this Agreement. UAB shall not reimburse Company for any investments in technology and/or computer systems in the event of termination, expiration, or non-renewal of this Agreement for any reason or no reason.

- G2. Website/Social Media. Company shall manage and operate a full-service website and social media program adhering to UAB guidelines, branding, and logos. The site shall conform to UAB design guidelines and link to and from UAB's Website. The Bookstore Website shall include, but not be limited to, the ability for customers to order and reserve course materials, order general books and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the UAB Bookstore Website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from UAB Bookstore Website, and advertising accepted, shall require UAB's prior written approval. Throughout the Term of this Agreement, Company shall make the ongoing investments necessary to maintain a state-of-the-art Website.
- G3. PCI Compliance. To ensure all possible steps are taken to secure UAB Student, Faculty, Staff, and customer personal data, Company's in-store technology and e-commerce processing must be PCI compliant. Company shall provide annual PCI certification documentation. University acknowledges that, in connection with the services being provided hereunder, Company may need to operate certain information technology systems, including but not limited to point-of-sale devices, e-commerce solutions, and computer hardware and software services and applications ("Non-University Systems"). University further acknowledges that the Non-University Systems may need to interface with or connect to University's networks and information technology systems ("University Transaction System"). University represents that it shall adhere to and maintain its network and data security practices in compliance with PCI DSS (Payment Card Industry Data

Security Standard (<http://www.pcisecuritystandards.org>)) and shall assist Company with completing necessary documentation. Company shall be responsible for any losses and liabilities that occur on Company's POS at the Bookstore or related to the Website and University shall be responsible for any losses and liabilities that occur through University's facilities, servers, and computer networks. University agrees to allow Company to conduct a vulnerability scan or provide a copy of its own vulnerability scan for the purpose of fulfilling compliance with PCI DSS. The Company and all employees must comply completely with all federal and state laws concerning or related to data security and access to the University Transaction System, including without limitation: FERPA laws; Payment Card Industry (PCI) Data Security Standard and guidelines; the current version of the UAB Data Protection and Security Policy requirements and guidelines found at <http://www.uab.edu/policies/Pages/LibraryDetail.aspx?PID=38> ; the current version of the UAB PCI Entity Handbook requirements and guidelines found at <http://sppublic.ad.uab.edu/pci/internal/Documents/UAB%20PCI%20Entity%20Handbook%20final.pdf>. All devices (whether connected through cabled network or wireless), all software and systems must be properly secured and fully compliant with current federal and University PCI standards. Any devices, software or systems that are not compliant with federal and University PCI requirements that would result in additional costs to University for security consulting services, PCI reporting, PCI compliance or risk mitigation measures will be paid by the Company to University.

Important: With the exception of point of sale devices, Company will be required to provide, maintain and secure any other data connection(s) required to provide the Company services via non-University ISP.

- G4. EMV. Europay, MasterCard, and Visa (EMV) Compliance. Company shall ensure that the Bookstore is compliant with EMV standards for authorizing credit and debit card transactions.
- G5. Customer Data. Customer data shall not be shared with third-parties or sold by Company without the express written approval of the customer.

Company shall notify UAB promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. Company shall, as soon as practicable following discovery, report to UAB any use or disclosure of customer data not authorized in writing by the customer. Company's report to UAB shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what Company has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by UAB. The above provisions shall be extended by contract to all

subcontractors used by Company who are provided access to customer data by Company.

G6. UAB IT Services Requirements. Company shall be required to comply with UAB's IT Services requirements as follows:

1. Confidentiality/Privacy

1.1. Confidentiality

In addition to what may be defined in the Agreement related to Company's proprietary information, "Confidential Information" is further defined as any and all information relating to this Agreement (a) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled, or marked as confidential or its equivalent at the time of disclosure, or (b) that Recipient knows or should know to be confidential. This includes University's data or University's customer's data that Company may hold, process or otherwise have access to. The terms "Discloser" and "Recipient" refer respectively to the party disclosing or receiving a specific item of Confidential Information. The parties agree that following a disclosure of Confidential Information, Consumer Information or Customer Information (as defined in this addendum), Recipient shall (i) protect Discloser's Confidential Information using the same degree of care it uses to protect its own confidential information of similar importance, but not less than reasonable care; (ii) restrict disclosure of Confidential Information to only (a) those employees, agents or Company's on a need to know basis for performance under this Agreement and who are bound by confidentiality terms substantially similar to those in this Agreement, (b) such parties to which production may be required pursuant to any valid legal process, and (c) regulatory agencies having authority over Recipient, (iii) use Confidential Information only for performance under this Agreement; and (iv) promptly notify Discloser upon discovery of Recipient's unauthorized use or disclosure of the Confidential Information. Confidential Information does not include information, which is or becomes available without restriction to the recipient or any other person through no wrongful act. All materials containing Confidential Information are and remain the Discloser's property, and upon written request the Recipient will promptly return them, and all copies of them, except a single archival copy. Notwithstanding the foregoing, information regarding each party, which is in the public domain, shall not be considered Confidential Information.

1.2. HIPAA/FERPA

To the extent that any of University's information or records in Company's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued there under, or that constitutes "protected

education records” as that is defined in the Family Education Rights and Privacy Act (“FERPA”) Company shall maintain the confidentiality and security of that information as required of Customer under HIPAA and FERPA respectively.

1.3. Privacy

The University is committed to protecting the privacy and legal rights of faculty, staff, and students by limiting unnecessary use of personally identifying information. By executing this Agreement, Company represents that Company’s policies are at least as stringent as those followed by University. (See University’s Data Protection Security Policy found at: <http://sppublic.ad.uab.edu/policies/pages/LibraryDetail.aspx?pID=38>).

2. Information Security

2.1. Information Security General - For all types of services or products offered under this Agreement, Company hereby represents, warrants, covenants and agrees that Company will:

2.1.1. Notify University’s Chief Information Security Officer in the event of discovery of, or receipt from any source of, any security issue involving Company’s hardware, firmware, and/or software. Such notice to University’s Chief Information Security Officer shall include severity of and the risks posed by such breach, isolation, activity or security issue, and recommended corrective actions and means of mitigating risk.

2.1.2. Reasonably cooperate with all University security investigations activities.

2.1.3. Monitor industry standard information channels for newly identified system vulnerabilities with respect to the technologies and services provided to University (including without limitation, application software, databases, servers, firewalls, routers and switches, hubs, etc.).

2.1.4. Correct any identified security problems within a jointly agreed upon timeframe.

2.1.5. Should any of Company’s services for University involve online payments or Payment Card payments, Company hereby certifies that such services are compliant, with and will remain compliant with during the term of this agreement, the most recent version of the Payment Card Industry (PCI) standard.

2.1.6. Maintain control over resources it provides for or on behalf of University.

3. Miscellaneous

3.1. Company Personnel

Company will thoroughly screen all of Company's personnel to ensure that no person assigned to the University account or in support of University systems has been convicted of a felony. Personnel, while on University premises will follow all University site rules.

3.2. Company's Limitation of Liability

Limitations on Company's liability, regardless of conflicting language elsewhere in the Agreement, shall not apply to claims related to Company's breach of Confidentiality, as defined in this Addendum or, if applicable, claims related to Company's breach of the Information Security sections of this Addendum.

3.3. Patents & Copyrights

In the event that any of the Services or Products provided hereunder shall be covered by any patent, copyright or application therefor, Company will, in accordance with that section of the Agreement entitled "Indemnification", indemnify, defend and save harmless University from any and all loss, cost or expense due to any and all claims, suits, judgments, costs, expenses, damages or liabilities (including reasonable attorneys' fees) on account of the use of such Services in violation of rights under such patent, copyright or application. Company represents and warrants that the Services, and the sale to and use thereof by University do not violate or infringe any trademark, patent, copyright, trade secret or any other proprietary right of another therein.

3.4. Written Agreement Governs

The parties agree that this written, executed agreement shall govern over any 'click' or electronic agreement that may have to be accepted in order to download, install, maintain, or otherwise use the products covered under this Agreement.

3.5. No Hosting/transmission/or processing of UAB data.

Company hereby warrants and agrees that it will not be hosting/transmitting or processing any University data in any type of cloud, hosted or off-university-premise environment and that by using the services/products under this agreement, all University data will remain under the control of University at all times. Should University choose to subscribe to other services in the future that include such cloud, hosted, or off-premises data hosting/processing, University and Company will execute a new or separate addendum or agreement to cover the use of such services.

4. Warranty

4.1. Illicit Code - For any software or software development provided by Company the following provisions shall apply:

Illicit Code is defined as any harmful or hidden programs or data incorporated therein that destroys or impairs the Software and/or data, thereby inhibiting or preventing University from using the Licensed Software as warranted. Company uses commercially available software to detect existence of illicit code prior to distributing such Licensed Software; however, Company cannot guarantee that any Licensed Software is free of illicit codes and other defects. During the term of a Licensed Software warranty period, or during the term of any Software Support Services as the case may be, like with any other material Licensed Software defect, if it is determined that Illicit Code is present, then Company will use commercially reasonable efforts to correct the affected Software and if it cannot do so in a reasonable period of time, replace the affected Software. Company will also reasonably assist University in curtailing the spread of the Illicit Code. Company represents and warrants that there are no methods for gaining access to the Licensed Software or other computer resources or data of University (such as a master access key, ID password, back door or trap door) other than as otherwise set forth, and Company will not embed any device in the Licensed Software or take any action to disrupt or terminate University's operation of the Licensed Software.

[End]

EXHIBIT H
FINANCIAL REPORTING

- H1. Monthly Reporting. On a monthly basis, Company shall submit a sales report to UAB, including sales by category, non-commissionable sales (with supporting detail), and total sales for the Bookstore. Monthly statements are due no later than thirty (30) days following the last day of the month.
- H2. Annual Reporting. On an annual basis, Company shall submit a detailed Bookstore financial statement to UAB. At a minimum, the Bookstore financial statement shall include the following:
- Sales by Category/Department including commissionable and non-commissionable sales (by location and consolidated)
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Rent/Commission Paid to the UAB
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Website Sales
 - Number of Class Rings Sold

Annual statements are due no later than thirty (30) days following the last day of each Agreement Year.

- H3. Company's Financial Statement. Company shall provide UAB with a copy of its certified company financial statement on an annual basis, which financial statements shall be subject to the confidentiality obligations herein, subject to Applicable Law.
- H4. Debt Collection. Company shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- H5. Maintenance of Records. Company shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. Company shall keep such records for a period of not less than five years after the termination of this Agreement. Company shall make all records available for inspection by authorized UAB representatives.

H6. Audit Rights. UAB shall have the right to require an annual independent audit of Company's sales and commission payments. Such audited copy shall be prepared and signed by a prominent independent audit firm selected by Company and UAB. UAB and Company shall share the cost for such audit equally. UAB agrees that such request for audit shall be made only in cases of substantial deviation of sales figures from Company's pro- forma statement or actual figures previously reported.

[End]

EXHIBIT I
INVENTORY PURCHASE

11. Inventory Purchase. Company shall be required to purchase the Bookstore inventory at cost from UAB's current bookstore contractor. Company shall purchase the Bookstore's physical inventory as follows:

- New textbooks that have been adopted for an upcoming semester or academic term shall be purchased by Company up to the quantity of anticipated enrollment at the actual cost to the current bookstore contractor (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester or academic term shall be purchased by Company up to the quantity of anticipated enrollment at UAB Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of September 2016).
- All general books (e.g., trade books, reference books, technical books, etc.) in clean and saleable condition shall be purchased at invoice cost.
- All general merchandise in clean and saleable condition shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer/technology supplies, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation merchandise, etc.

12. Inventory Payment. Company shall pay the current bookstore contractor for Bookstore inventory within thirty (30) days from the commencement of this Agreement.

13. Inventory Purchase at End of Agreement. At the termination, expiration, or non-renewal of this Agreement, UAB or a subsequent contractor shall purchase Bookstore inventory from Company in the same manner as outlined in Section 11 of this Agreement.

All textbook rental titles shall be collected by Company at the termination of the Agreement and will be the property of Company.

14. Furniture, Fixtures, and Equipment. Company shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that are owned by UAB at the commencement of this Agreement. Any UAB owned furniture, fixtures, and equipment in the Bookstore which Company decides to no longer utilize in the operation of the Bookstore shall be turned over to UAB.

Company shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the termination, expiration, or non-renewal of the Agreement, Company shall return any UAB-owned furniture, fixtures, and equipment used by Company to UAB in the same condition as at the commencement of this Agreement, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by UAB, UAB makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all UAB furniture, fixtures, and equipment offered for Company's use is supplied in "as is" condition and Company shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into this Agreement between Company and UAB.

[End]

EXHIBIT J
ADDITIONAL OBLIGATIONS

UAB Obligations

J1. UAB Obligations. UAB shall provide Company with:

- Bookstore, office, and stock room facilities located on the UAB campus, consisting of approximately 9,721 square feet
- Access to campus telephone services
- Security service for the Bookstore provided by UAB in the same manner provided for other UAB buildings
- Utilities, electricity, HVAC, etc.

Company Obligations

J2. Company Obligations. Company shall provide the following as part of its management and operation of the Bookstore:

- Vehicles. Company shall provide Vehicle(s) necessary (if any) for the operation of the Bookstore.
- Cleaning and Maintenance. Company shall properly maintain (to the satisfaction of the UAB) the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
- Emergency Key. Company shall supply an emergency key to be left with UAB's Police Department.
- Internal Security. Company shall collaborate with UAB's Police Department concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. UAB expects Company's first point of contact with regard to security and safety issues for the Bookstore shall be UAB's Police Department.
- Any alarm and theft detection systems.

[End]



THE UNIVERSITY of
ALABAMA SYSTEM

VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted (“Agreements”). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions

For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity or Individual Completing this Form (proposed contracting party)

Entity Name:

Individual Name:

Title:

Address Line 1:

Address Line 2:

City, State, Zip:

Telephone:

2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)

3. Describe the proposed Agreement:

Goods and services to be provided:

Grant or proposal number (if applicable):

Amount or anticipated amount:

Term:

Is the proposed Agreement the result of a competitive or bid process?

Yes No

4. Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year? Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and/or services identified in response to Question 4 total \$1,000,000 or more?

Yes No

6. Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit?

Yes No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

7. Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement?

___ Yes ___ No

If yes, please provide the following information for each consultant or lobbyist.

Name:

Address:

Name:

Address:

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature

Date