

# SOUTHERN OREGON UNIVERSITY

## REQUEST FOR PROPOSAL (RFP)

### RFP 2024-01

ADMINISTRATOR: Southern Oregon University

PHONE : (541) 552-6700

FAX : (541) 552-6138

## University Bookstore Management

ISSUE DATE: **Thu, 21 Sep 2023**

RFP DUE DATE: **Mon, 6 Nov 2023, 3:00 PM**

Web Viewers Note: There may be attachments to this RFP.  
Please contact [sou-rfp@sou.edu](mailto:sou-rfp@sou.edu) to obtain any necessary attachments.

**NO ORAL PROPOSALS WILL BE ACCEPTED**

**NO LATE PROPOSALS WILL BE ACCEPTED**

**Online Submittal Location:**

<https://sou.bonfirehub.com/portal>

**Email Submissions:**

[sou-rfp@sou.edu](mailto:sou-rfp@sou.edu)

## SCHEDULE OF EVENTS

Request for Proposal Issue Date ..... Thu, 21 Sep 2023

Deadline for Protest of Proposal Specifications  
And Requests for Clarification..... Mon, 2 Oct 2023 3:00 PM

SOU Worksite Walk-Through Meeting..... Mon, 16 Oct 2023 Time TBD

Deadline for Contractor Questions ..... Mon, 23 Oct 2023 3:00 PM

Deadline for SOU Response to Questions ..... Fri, 27 Oct 2023 3:00 PM

**Request for Proposal Due Date** ..... Mon, 6 Nov 2023, 3:00 PM

Finalist Presentations (if required) ..... Week of 13 Nov 2023

Deadline for Protest of Award..... 7 days after Intent to Award Post

**Any changes to schedule dates will be posted on the website <https://sou.bonfirehub.com/portal>**

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# **I. Introduction and Background**

## **Project Overview**

Southern Oregon University (SOU) began as Ashland Academy in 1872, and today serves as a regional University and center for education, culture and scholarship. The main campus is located in Ashland, Oregon, combining quality education with a spectacular location. Surrounded by rugged mountains, rivers, and lakes, the beautiful 175-acre campus is home to 6,100 students from around the world.

SOU is a four-year public university specializing in liberal arts, sciences, and select graduate and professional programs. Our faculty and staff create a dynamic environment that engages students in the process of learning. Our strong commitment to each student provides a personalized approach that is both academically challenging and personally supportive. Our rich liberal arts and sciences curriculum is balanced with career-focused preparation. With 100 areas of study including 35 majors, we are committed to making the educational experience unique and enriching for all of our students.

SOU's values are reflected in our mission statement:

Southern Oregon University is a regionally-engaged learning community committed to being the educational provider of choice for learners throughout their lives. We inspire curiosity and creativity, compel critical thinking, foster discovery, and cultivate bold ideas and actions. We achieve student success, professional preparation, and civic engagement through service excellence, evolving technologies, and innovative curriculum. We foster access, equity, inclusion and diversity in thought and practice. We prepare our learners to be responsible, engaged citizens in our democracy. We promote economic vitality, sustainability, cultural enrichment, and social well-being in our region, the state, the nation, and the world.

SOU is committed to the values of Diversity, Equity, Inclusion and Sustainability. One of the ways that SOU has memorialized this dedication is through its Sustainability and Equity in Purchasing Policy and associated Procedure.

You can view SOU's Sustainability and Equity in Purchasing Policy at the following link:  
[Sustainability-and-Equity-in-Purchasing-Policy.pdf \(sou.edu\)](#)

Southern Oregon University is seeking proposals to select a contractor to provide management, equipment, goods and supplies necessary to manage and operate a professional bookstore that will provide the highest caliber of services to the SOU community. The contractor will be entitled to occupy the current bookstore location in the Student Union on the Ashland campus, pursuant to a revocable license provided by SOU.

## **Project Term**

The term for the contract awarded pursuant to this Request for Proposal (RFP) shall be for a period effective from the date of contract execution and extending until completion of the project as detailed herein. SOU, at its sole discretion, may choose to amend any ensuing contract for additional work.

The service for this project is anticipated to commence Sat, 01 Jun 2024.

## **II. Minimum Specifications**

Refer to [Attachment D, Specifications](#) and [Attachment E, Special Contract Provisions](#).

Technical Contacts:

Email technical questions to [sou-rfp@sou.edu](mailto:sou-rfp@sou.edu)

or

Fax technical questions to (541) 552-6138; be sure to reference RFP #2024-01 on your fax cover sheet

## SOUTHERN OREGON UNIVERSITY

### III. Instructions to Proposers

All proposals are subject to the provisions and requirements of the applicable Oregon Revised Statutes, Oregon Administrative Rules, and Southern Oregon University Policies.

#### PROPOSAL PREPARATION

**PROPOSAL FORMAT:** Proposals must be typewritten or prepared in ink and must be submitted on the form provided in the Request for Proposal, including the Price Sheet and the Proposer Certification. Proposals must be submitted as indicated in the Request for Proposal. Proposals may be submitted in writing to the SOU Service Center via e-mail, mail, or in person.

*Proposers must submit the form provided entitled "Price Sheet," included in this package, as Attachment B; the form entitled "Proposer Certification," included in this package, as Attachment C; and, if applicable, any required descriptions of constructions, goods or services that are different from the Minimum Specifications necessary for a proposal, to be considered responsive.*

#### NO ORAL OR FACSIMILE PROPOSALS WILL BE ACCEPTED.

**CONFORMANCE TO PROPOSAL REQUIREMENTS:** Proposals must conform to the requirements of the Request for Proposal. Unless otherwise specified, all items in the proposal must be new, unused and not remanufactured in any way. Proposal prices must be for the unit indicated on the Price Sheet. Proposal prices must also reflect consideration of all terms and conditions contained in the Request for Proposal, including, but not limited to, the Southern Oregon University Standard Contract Provisions for Goods and Services Contract. Failure to comply with all requirements may result in proposal rejection.

**ADDENDA:** Only documents issued as addenda by the SOU Service Center serve to change the RFP in any way. No other direction received by the proposer, written or verbal, serves to change the RFP document. NOTE: IF YOU HAVE SUBMITTED A PROPOSAL, YOU SHOULD CONSULT THE BONFIRE WEBSITE TO ASSURE THAT YOU HAVE NOT MISSED ANY ADDENDA ANNOUNCEMENTS. PROPOSERS ARE NOT REQUIRED TO RETURN ADDENDA WITH THEIR PROPOSAL. HOWEVER, PROPOSERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL PROPOSAL. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE PROPOSER'S PROPOSAL NON-RESPONSIVE, WHICH MAY CAUSE THE PROPOSER'S PROPOSAL TO BE REJECTED.

**PRODUCT IDENTIFICATION:** Proposers must clearly identify all products used for proposing in the Price Sheet. SOU reserves the right to reject any proposal when the product information submitted with the proposal is incomplete.

**FOB DESTINATION:** Unless specifically allowed in the RFP, PROPOSAL PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges paid by the proposer.

**DELIVERY:** Delivery time must be shown in number of calendar days after receipt of order.

**DELINQUENT OREGON TAXES:** Proposers must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No contract for the purchase of goods and/or services will be awarded to a proposer who cannot so certify.

**DEVIATIONS:** Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

**SIGNATURE ON PROPOSAL:** The Price Sheet and the Proposer Certifications must be signed in ink by an authorized representative of the proposer. Signature on these documents certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on these documents also certifies that the proposer has read, fully understands, and agrees to be bound by the Request for Proposal, which includes the SOU procurement policies, Instructions to Proposers, Southern Oregon University's Standard Contract Provisions, and all Attachments and Addenda to the Request for Proposal. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the Request for Proposal.

**PROPOSAL MODIFICATION:** Modifications or erasures made before proposal submission should be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Proposers may not modify proposals after proposal closing time.

**PROPOSAL WITHDRAWALS:** Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the SOU Service Center prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

**CANCELLATION:** SOU reserves the right to cancel or postpone this RFP at any time or to award no contract and to do so for any reason.

**PROTEST OF PROPOSAL SPECIFICATIONS AND REQUESTS FOR CLARIFICATION:** A proposer who believes proposal specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the SOU representative identified below. A proposer who does not understand the proposal specifications may also submit a request for clarification, in writing, to the SOU representative identified below. To be considered, protests and requests for clarification should be submitted via email, facsimile, or in person to the SOU representative identified below, and they must be received by the SOU representative at least two days before the proposal closing date (ten days if the proposal is for a public improvement), unless otherwise specified in the proposal document.

No information obtained in any conversation with any SOU personnel will serve to change the requirements of the RFP.

The purpose of the period for protests and requests for clarification is to permit SOU to correct specifications, prior to the opening of proposals. This period allows SOU to make needed corrections through the issuance of addenda, prior to the opening of proposals. SOU will consider all properly made protests and requests for clarification, and, if appropriate, amend the RFP.

Protests or requests for clarification submitted to anyone other than the SOU representative listed below may not be considered. SOU is not responsible for any protests or requests that are not submitted by the due date and time specified in the [Schedule of Events](#). Protests should be marked as follows:

**Proposal Specification Protest for RFP #2024-01**

(Protest period ends Mon, 2 Oct 2023 at 3:00 PM, and proposal closes Mon, 6 Nov 2023, at 3:00 PM.)

Submit Protests and Requests for Clarification to:

Southern Oregon University

Service Center, Susanne Homes  
1250 Siskiyou Blvd  
Ashland, OR 97520  
E-Mail: [sou-rfp@sou.edu](mailto:sou-rfp@sou.edu)  
Voice: (541) 552-6700  
Fax: (541) 552-6138

**REQUIRED SUBMITTALS:** It is the proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the proposal, it may cause the proposal to be rejected or have an adverse impact on evaluation.

**PROPOSAL SUBMISSION:** Proposals may be submitted to the SOU Service Center in one of the following methods. No oral or telephone quotes will be accepted.

**Preferred Method.** Complete proposals (including all attachments) may be submitted online at <https://sou.bonfirehub.com/portal>. The proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events.

**Alternative Method.** An original and electronic copy (on alternative electronic storage device) of the complete proposal may be mailed or hand-delivered to the SOU Service Center per the contact information provided below prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "**Response to RFP #2024-01.**"

The original proposal must be **signed in blue ink** by an authorized representative of the proposer. Alterations or erasures shall be initialed in ink by the person signing the proposal. Proposals may not be submitted by telephone or fax.



## PROPOSAL EVALUATION AND AWARD

**EVALUATION PROCESS:** Proposals will be awarded based upon the evaluation criteria in the Request for Proposal and in applicable SOU Policies and Oregon Administrative Rules.

Ordinarily, proposals will be evaluated to identify the "lowest responsive responsible proposer." The "lowest responsive responsible proposer" is the lowest proposer who has substantially complied with all requirements of the Request for Proposal and who can be expected to deliver promptly and perform reliably.

However, SOU may engage in the Negotiations process, the Low Tie Proposals process, or other processes identified in the applicable SOU Policies and Oregon Administrative Rules to determine the contract award.

If a contract is awarded, SOU will issue a Professional Services Contract (PSC) that incorporates the RFP terms and conditions and proposer's Proposal Form with Price Sheet and Proposer's Certifications.

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**  
SOU will first review all accepted proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to proposers whose proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to SOU's Procurement and Contracting Code (FAD.057 (580-061)).
- b. **First Stage Evaluation:**  
SOU may request in writing additional information from all qualified proposers prior to completing the first stage evaluation.

Those proposals determined to be Responsive will be evaluated using the requirements identified in Attachments D & E. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine proposers within a competitive range. The competitive range will be made of proposers whose individual scores, when viewed together, form a group of the highest ranked proposers above a natural break in the scores.

SOU may award after the first stage evaluation to the highest ranked proposer without moving on to the second stage evaluation. If this option is selected, Written Notice of Intent to Award the Contract to the highest ranked proposer will be provided to all Responsive Proposers, or an award may be made directly without a notice of intent in those instances of a single Responsive Proposer.

- c. **Second Stage Evaluation:**  
If an award is not made after the first stage evaluation, SOU may choose any of the following methods in which to proceed:
  - i. Issue a Written Invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. SOU may also request in writing additional information from any or all proposers in the competitive range through the written invitation. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
  - ii. Engage in oral or written discussions with and receive best and final proposals from all proposers in the competitive range or all proposers submitting responsive proposals. Discussions may be conducted for the following purposes:
    - Informing proposers of deficiencies in their initial proposals;

- Notifying proposers of parts of their proposals for which SOU would like additional information; or
- Otherwise allowing proposers to develop revised proposals that will allow SOU to obtain the best proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final proposals will be scored based on the evaluation criteria listed below. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the proposer who, in SOU’s opinion, best meets the requirements and qualifications of the RFP and SOU’s needs.

d. Additional Stages of Evaluation:

If after completion of the second stage evaluation an award is not made, SOU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

**EVALUATION CRITERIA:** Points will be given in each criterion and a total score will be determined. The maximum points available for each criterion are identified below.

Evaluation Criteria	Points
Background Information	20
SOU Bookstore Plan	25
Course Book and Supplies Ordering Process and Pricing	25
Communications Plan	35
Transition Plan (if applicable)	25
Personnel, Policies and Training	20
Merchandise Policies, Pricing, Programs and Procedures	40
Internal Systems	15
Financial Proposal and Pro Forma Statements	35
Diversity, Equity, Inclusion and Sustainability Statement	20
<b>Total</b>	<b>260</b>

**NEGOTIATIONS:** SOU may commence serial negotiations with the highest ranked proposer or commence simultaneous negotiations with all eligible proposers. SOU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by SOU in its sole discretion to be reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract. If a successful contract cannot be negotiated in a timely manner after award, SOU may conclude contract negotiations and rescind its award to that proposer and return to the most recent RFP stage to negotiate with another proposer for award.

**PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, SOU generally will not completely review or analyze proposal responses which on their faces fail to comply with the requirements of the proposal documents or which clearly are not the best proposals, nor will SOU generally investigate the references or qualifications of those who submit such proposal responses. Therefore, neither the release of a proposer’s proposal bond (if applicable), the return of a proposal response, nor acknowledgment that the selection is complete operates as a representation by SOU that an unsuccessful response was complete, sufficient, or lawful in any respect.



## ADDITIONAL INSTRUCTIONS

**DELIVERY:** Significant delays in delivery of product or services specified may be considered in determining award if early delivery is required.

**MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Unless qualified by the provision "NO SUBSTITUTE," any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Proposers shall submit with their proposal sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

**CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the proposal documents.

**PAYMENT:** Proposals which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

**INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES:** SOU reserves the right to investigate the references and the past performance of any proposer, including but not limited to the proposer's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. SOU may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation and may take the results of its investigation into account when conducting proposal evaluations. SOU reserves the right to reject any proposal response or to reject all proposal responses at any time prior to SOU's execution of contract if it is determined to be in the best interest of SOU to do so.

**PROPOSALS ARE OFFERS:** The proposal is the proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the proposer for one hundred twenty (120) days. SOU's award of the Contract constitutes acceptance of the offer and binds the proposer. The proposal must be a complete offer and fully Responsive to the Request for Proposal.

**CONTINGENT PROPOSALS:** Proposer shall not make its proposal contingent upon SOU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

**METHOD OF AWARD:** SOU reserves the right to make the award by item, groups of items, or entire proposal, whichever is in the best interest of SOU.

**RIGHT TO REJECT:** SOU may reject, in whole or in part, any proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon SOU's written finding that it is in the public interest to do so. SOU may reject all proposals for good cause, if upon SOU's written finding that it is in the public interest to do so. Notification of rejection of all proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a proposal.

**PROPOSAL RESULTS:** Ordinarily, only proposers who receive awards will be notified of proposal results; unsuccessful proposers will not be notified.

Proposers may view tabulations of awarded proposals by requesting a copy of such from the SOU Service Center.

**PUBLIC RECORD:** Upon completion of the Request for Proposal process, information in your proposal will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.345(2) may be exempt from disclosure. If a proposal contains what the proposer considers a “trade secret” the proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

**LEGAL REVIEW:** Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for SOU pursuant to the applicable Oregon Revised Statutes, Oregon Administrative Rules, and SOU policies. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

**PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:** Any proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after SOU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at SOU’s Procurement and Contracting Code (FAD.057 (580-061)).

# Attachment A – Standard Contract Provisions

## GOODS & SERVICES CONTRACT

### STANDARD CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.

2. **INDEMNITY FOR INFRINGEMENT CLAIMS.** EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMLESS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS GOVERNING BOARD, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, non-appealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.

3. **HOLD HARMLESS.** Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University, its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.

4. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the Contract either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$2,000,000 per occurrence and auto liability insurance with a minimum limit of \$2,000,000 per occurrence, each with annual aggregate limit of \$4,000,000. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Southern Oregon University, and its governing board, officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made basis," then "tail" coverage will be required at the completion of the Contract for a duration of twenty-four (24) months. University may require that the Contractor furnish the University with certificate(s) of insurance as evidence of insurance coverage before commencing work under the Contract.

5. **INDEPENDENT CONTRACTOR STATUS.** The services to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties. Notwithstanding the generality of the foregoing and for the avoidance of doubt, Contractor will not be working under the direction and control of University, and this Contract is non-exclusive for both parties.

6. **OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If for any reason the Work Product is not deemed

"work made for hire," Contractor by this Contract irrevocably assigns to University all its right, title, and interest in and to any and all of the WorkProduct, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**7. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in the Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

**8. EQUAL EMPLOYMENT OPPORTUNITY NOTICES.** This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**9. TERMINATION.** (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University if: (i) federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that any Deliverables or services to be provided by Contractor under this Contract are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Contract; (ii) any license or certificate required by law or regulation to be held by Contractor to provide Deliverables under this Contract is denied, revoked, or not renewed for any reason; (iii) if Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by Contractor; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably to Contractor within ninety (90) calendar days. (d) University may terminate by written notice of default (including breach of contract) to Contractor the whole or any part of this Agreement if: (i) Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension of this Agreement; or (ii) Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the Work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from University, fails to correct such failures within 10 days or such longer period as University may determine at University's sole discretion. In addition to the right to terminate, in the event of a default by Contractor under this section, University will have all other rights and remedies at law or in equity.

**10. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS.** University may terminate this Contract upon written notice to Contractor if it has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or expenditure authority, or (b) Received allotments from the Higher Education Coordinating Commission or allotments pursuant to ORS Chapter 291, sufficient to allow University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.

**11. REMEDIES.** (a) In the event of termination pursuant to Section 9(b), 9(c)(i), or 10, Contractor's sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If

previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 9(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 9(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

**12. SUBCONTRACTS AND ASSIGNMENTS.** Notwithstanding any other reference to subcontractors in this Contract, Contractor will not subcontract, assign, or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.

**13. CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

**14. LIMITATION OF LIABILITIES.** UNIVERSITY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT, OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

**15. WARRANTIES.** Unless otherwise stated, all equipment shall be new and current models and shall carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with proposal specifications. All implied or express warranty provisions of the Uniform Commercial Code (ORS, Chapter 72) are incorporated in this Contract. All warranties shall run to the State.

**16. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the first page of this Contract, or to such other addresses or numbers as the Parties may from time to time direct in writing. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

**17. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.

**18. COMPLIANCE WITH APPLICABLE LAW.** Contractor will comply with all applicable federal, state, and local laws, ordinances, regulations, and University policies. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, status as a veteran, or disability.

**19. WORKERS' COMPENSATION.** Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in 656.126.

**20. GOVERNING LAW; JURISDICTION; VENUE.** This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between



University and Contractor will be brought and conducted solely and exclusively within a Circuit Court located in Jackson County, Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

**21. ATTORNEY FEES.** In the event a lawsuit of any kind is instituted on behalf of the University to collect any payment due or to obtain performance of any kind under this Contract, Contractor shall pay such additional sums as the court may adjudge as reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

**22. PAYMENT.** Payment for completion of State of Oregon public university contracts is normally made within 30 days following the date the entire order is delivered and accepted or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance (ORS 293.462).

**23. RECYCLED PRODUCTS.** Unless expressly otherwise provided for in this Contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

**24. HAZARD COMMUNICATION.** Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437.

**25. SAFETY AND HEALTH REQUIREMENTS.** Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements including those of the State Workers' Compensation Department.

**26. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the University except as to latent defects, fraud, and Contractor's warranty obligations.

**27. INSPECTIONS.** Goods furnished under this Contract shall be subject to inspection and test by the University at times and places determined by it. If it finds goods furnished to be incomplete or not in compliance with proposal specifications, the University may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the University, the University may cancel the order in whole or in part.

**28. SURVIVAL.** All provisions of this Contract that would reasonably be expected to survive its termination will do so.

**29. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid one that achieves the economic, legal and commercial objectives of the unenforceable provision to the greatest extent possible.

**30. SUCCESSORS IN INTEREST.** This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

**31. ECONOMIC OPPORTUNITIES.** Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.

**32. FOREIGN CORRUPT PRACTICES.** Contractor shall comply with all applicable laws relating to anti-corruption or anti-bribery, including, but not limited to, the requirements of the Foreign Corrupt Practices Act of 1977, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether contractor is within the jurisdiction of the United States. Contractor shall not, either directly or indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the University to a public official or any person in violation of the FCPA and/or in violation of any applicable local laws relating to anti-corruption or anti-bribery.

**33. FEDERAL PROVISIONS.** If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

- 34. EXCLUSIVITY.** University is not bound by exclusivity provisions.
- 35. DUAL PAYMENT.** Contractor will not be compensated by any other party for work under this Contract.
- 36. NO THIRD PARTY BENEFICIARIES.** University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in this Contract as intended beneficiaries.
- 37. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 38. FEDERAL TAX IDENTIFICATION NUMBER.** All Contractors must furnish upon request a federal tax identification number to Southern Oregon University. Failure to provide this information could result in invoice payments being withheld.
- 39. FOREIGN CONTRACTOR.** If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 40. FORCE MAJEURE.** Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, public emergencies, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of the Contract.
- 41. WAIVER.** The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.
- 42. ATTACHMENTS.** All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.
- 43. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 44. ACCESSIBILITY REQUIREMENTS.** Contractor will conform to all applicable Web standards and Web accessibility, specifically WCAG 2.0 (Level A).
- 45. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to University or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of University and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract, or at University's request, Contractor will turn over to University all documents, papers and other material in Contractor's possession which contain Confidential Information.
- 46. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** Contractor agrees to protect confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g and 34 C.F.R. § 99.1 et seq., with respect to any redisclosure of personally identifiable information from education records obtained from the University.
- 47. AMBIGUITIES.** Each party has participated fully in the review and revision of this Contract and neither party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

**48. OREGON PUBLIC RECORDS LAW.** Contractor hereby acknowledges that any information it discloses to University, any duty of the University to maintain the confidentiality of such information, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records law.

**49. EXECUTION AND COUNTERPARTS.** This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract.

**50. ORDER OF PRECEDENCE.** These Terms and Conditions are for the provision of goods or services to the University. University Standard Terms and Conditions are referenced in the Purchase Order (PO) or any associated contract incorporating these Terms and Conditions. In the event of a conflict between these Terms and Conditions and such PO or contract, these Terms and Conditions take precedence, unless otherwise required by law or a provision is expressly excluded in the associated PO or contract by precise and specific reference to such provision. Whenever possible all Terms and Conditions are to be integrated. By signing this Contract, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this PSC superseded all preprinted Terms and Conditions on any forms used by the Contractor.

**51. TAX COMPLIANCE CERTIFICATION:** By signature on the Contract, the authorized representative of the Contractor, as required by ORS 305.385(6), hereby certifies, under penalty of perjury, that the Contractor is not, to the best of the undersigned's knowledge, in violation of any Oregon tax laws. For purposes of this certification, "Tax" means a state tax imposed by ORS 403.200 to 403.250 and 320.005 to 320.150 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

## Attachment B – Price Sheet

Proposal pricing response must be FOB: 1250 Siskiyou Blvd, Ashland, OR 97520 and include all delivery costs.

***Response must include an itemized parts list breakdown of costs.***

ALL PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL AND ITS ATTACHMENTS, APPLICABLE OREGON ADMINISTRATIVE RULES AND SOU POLICIES.

Name of Firm: \_\_\_\_\_

Sales Rep: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

F.O.B.: SOU, Ashland, OR

Terms of Payment: \_\_\_\_\_

Delivery Time after Receipt of Purchase Order: \_\_\_\_\_

Prices Good through: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Authorized Signature)

## **Attachment C – Proposer Certification**

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned will comply with the following:

### **SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned’s knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

### **SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to SOU’s Procurement and Contracting Code (FAD.057 (580-061)).

### **SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with offer.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_ Website address: \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation     Partnership     Sole Proprietorship     Non-Profit     Limited Liability Company

Minority, Women & Emerging Small Business (MWESB) Certified Firm:     Yes     No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

## **Attachment D – Specifications**

### **Equity, Diversity, Inclusion and Sustainability**

Please demonstrate an understanding of SOU's Sustainability and Equity in Purchasing Policy in your submittal.

SOU expects your proposal to include information about how your company mitigates the environmental impact of its services, such as greenhouse gas emissions, amount of waste generated, water and energy use, or other areas related to your services.

Additionally, please share information on your supplier diversity strategy as well as your corporate values statement. We believe Diversity, Equity, Inclusion enriches and encourages all of us to engage with the world and to deliver impactful solutions.

Consideration will be given to Proposers that meet the University's vision and goals for environmental sustainability and social equity. Proposer will provide a copy of their Environmental/Sustainability policy.

SOU is committed to buying products with recycled content or environmentally sustainable alternatives. Please offer any alternatives that you feel are available for your product and supply all relevant specific information about the product.

Pricing should not be submitted where such pricing is contingent on the university's acceptance of a third party's agreement, including but not limited to third-party cooperative procurement agreements. No third party financing or assigned leases will be associated with contract.

### **SCOPE OF WORK**

The selected proposer ("Contractor") shall manage and operate the bookstore in accordance with the requirements, terms, specifications, conditions, and provisions contained in terms and conditions (Exhibit A) and as negotiated between the parties. The Contractor shall provide SOU with the services usually expected of a top-quality university bookstore.

To achieve the goals of the SOU Bookstore, the Contractor shall adopt the following objectives in managing the bookstore. The substantial achievement of the objectives will be a requirement of the resulting contract, upon timeframes agreed upon between the parties, and reduced to writing. Substantial achievement of the objectives will be among the factors SOU will consider, in its sole discretion, in determining whether the term of the contract will be extended. The objectives are:

1. To provide the SOU community with a full range of merchandise and services expected from a quality academic Bookstore.
2. To have enough textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specific times the items are needed. This shall include at the outset of the operation, acquisition of SOU's current inventory.
3. To be compliant with the Higher Education Opportunity Act (HEOA).
4. To ensure that the specific requested editions of texts are available for sale.
5. To minimize out-of-stock situations in textbooks. The contractor shall make every possible effort to increase new and used books sales at the SOU.

6. To provide a wide selection of current academic and technical literature in support of required material for the academic disciplines of SOU.
7. To offer a significant selection of general merchandise such as office supplies, SOU emblematic apparel, memorabilia, computer equipment, and other miscellaneous items, purchasing locally when possible.
8. To provide timely response to customers requiring special order literature and other such materials.
9. To provide other quality merchandise to the SOU community under pricing policies that are both fair and competitive for like or similar quality, as compared to other university bookstores and also with retail establishments in the surrounding area.
10. To keep apprised of new merchandise of interest to the SOU community.
11. To provide efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
12. To meet the needs of people with disabilities. ADA requirements shall be adhered to in all aspects of the management and operation of the bookstore.
13. To provide employment opportunities for SOU students at wage rates consistent with SOU's student employment rates.
14. To become involved in the academic, cultural, and social environment of SOU, taking advantage of opportunities to offer special merchandise and other assistance based upon SOU's ongoing and unique activities. An example of such an activity is commencement.
15. Although not a part of the initial resulting contract of the RFP, SOU may negotiate with the selected contractor to add additional services including management of the SOU Print and Copy Center (or portions thereof), course pack production, and copyright clearance for document production.
16. The Bookstore shall provide a website to display the estimated costs of required course materials for credit-bearing courses offered by the University.
17. SOU and its employees retain the unrestricted right to access, adopt, revise, remix, retain, redistribute, and otherwise use open educational resources (OER) for their course materials. Should a faculty member adopt OER from a company that provides print-on-demand services, this will not be found to be in conflict with any other section of this contract.
18. SOU and its employees retain the right to privacy and academic freedom in the online learning management system as well as grounded classrooms. Employees have the right to share information with students about affordable textbook purchasing options beyond just the College Bookstore. University employees have an unrestricted right to share digital course materials with students, including OER, online library materials, materials published in the LMS, and digital materials freely available on the Internet.
19. The bookstore may not use its data analytics, direct outreach, or other survey methods to market paid services to faculty using OER. Should the bookstore offer OER-based courseware or products for purchase, the bookstore may not attempt to persuade faculty using free OER to adopt these paid OER-based products.
20. The bookstore shall provide access to data generated under this contract, such as textbook adoption data, to the University at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the bookstore's reports.

21. The bookstore shall provide information, if relevant, about any recycling programs they may have regarding old and/or outdated textbooks.

## **QUESTIONNAIRE**

**Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.**

### **1. BACKGROUND INFORMATION**

- a. Provide a general description of your company, how the company was started, and plans for the future development of the company.
- b. If publicly held, provide an annual report and 10-K for the last full fiscal year. If privately held, audited financial statements (to include a detailed balance sheet) and/or income tax statements for the past two fiscal years.
- c. Provide a listing of and resumes for all principal officers and key executives. National companies must submit the same information for their principal operating officers as well as all regional/district executives and management personnel that shall be assigned to manage or support this account.
- d. Provide a listing of all 1) comparable or representative accounts within the western United States and 2), all other comparable or representative locations within the United States. Please include the length of time at each campus along with name(s), telephone number(s) and e-mail addresses for those persons most knowledgeable about your performance. Please feel free to include a brief explanation as to why you believe you were awarded the account.
- e. Provide a list of all college/university bookstores your company has lost in the last three years along with a contact name, telephone number and e-mail address for those persons most knowledgeable about your performance. Please feel free to include a brief explanation of why you believe you lost the account (i.e., low bid process, change in administration, etc.). Also, please provide any written rationale for the loss provided by the applicable college/university. Provide a summary of how the transition was managed.
- f. Describe past similar examples where your company has operated a university bookstore where the assigned employees are university employees.

### **2. SOU BOOKSTORE PLAN**

Provide a detailed description of your company's plan of the SOU Bookstore. Provide specific plans for:

- a. Capital development.
- b. Signage/image of the bookstore
- c. Layout
- d. Type of merchandise that will be sold.
- e. Types of student activities that will be provided.



- f. Hours of operation (prefer extended hours)
- g. Service plans for SOU satellite locations (Stadium booth and Medford Campus)

### **3. COURSE BOOK AND SUPPLIES ORDERING PROCESS**

Describe the following ordering process for course books and supplies:

- a. Describe the process that would be used for faculty to order course books or course related supplies.
- b. Describe computer/web applications used to submit orders.
- c. Provide a typical estimate from time of order to availability in bookstore.
- d. Provide an academic calendar that shows all critical time requirements for providing course books or supplies.
- e. Describe the process for faculty to submit course packets for production and availability in the bookstore.
- f. Describe the order processing and delivery of how emergency late textbook adoptions will be handled.
- g. Describe the process for handling books ordered for classes that are canceled and the process for handling books ordered by faculty who change their mind after submitting a textbook requisition and want to use a different book.
- h. Describe the process for faculty and students to order graduation regalia and accessories.
- i. Provide pricing strategies and a typical five (5) year history of price increases at three (3) colleges/universities where you currently operate.

### **2. COMMUNICATION PLAN**

Submit a communications plan that, at a minimum, details the following:

- a. District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon, and what follow-up SOU can expect from such a visit.
- b. Type of ongoing written communication that SOU will receive from the Proposer's site, district, regional, and corporate offices. Include frequency, topics, and other pertinent explanatory data.
- c. Type and level of operational and financial results and related analysis detail that SOU can expect to receive and utilize as a management tool, as well as ad hoc reports as requested by SOU. Proposers should be candid as to the level of detail that will be provided relative to full disclosure on all costs associated with the contract.
- d. Methods you will utilize to ensure customer satisfaction with the bookstore services provided.

- e. Marketing strategies and promotions to both internal and external stakeholders.

### **3. TRANSITION PLAN**

Provide a detailed transition plan. Specifically describe proposed start and completion dates. Describe the types and estimated amount of time from SOU staff that will be required.

### **4. PERSONNEL, POLICIES, AND TRAINING**

- a. Provide a staffing plan for the bookstore.
- b. Provide a description of your company's personnel policies including benefits and expectations.
- c. Provide a description of educational or training programs for managers, supervisors, and employees.

### **5. MERCHANDISE POLICIES, PROGRAMS, AND PROCEDURES**

Describe your company's policies, pricing, programs, or procedures proposed for use in the operation of the bookstore in the areas listed below. It is an SOU priority that students can purchase books in the most economic manner possible. Be specific with pricing policies for book buy-back, discounts, new and used book pricing, and general merchandise.

- a. Buy-backs
- b. Refunds.
- c. Faculty/staff discounts or incentives.
- d. Process/procedure for departments and student clubs purchasing merchandise.
- e. Student discounts or incentives.
- f. Donations to support student organizations, departments, campus events and others interested in SOU.
- g. Special orders - e.g., customer requests, rings, etc.
- h. Process and procedure for Veterans and other students who have third parties paying for textbooks and supplies.
- i. Maintenance of all required course books in stock.
- j. Methods for collecting faculty requisitions (securing titles, publishers, and quantities from SOU faculty).
- k. New categories of merchandise, if any, to be added for sale.
- l. Pricing (including markup on cost and margins for all categories of merchandise sold).
- m. General book selections.

- n. Access and supply of wholesale used books.
- o. Purchase terms and conditions of SOU inventory.
- p. New technology- e.g., Computers, laptops, tablets, software, book rentals, course packs, print on demand. Also describe other technological changes that may occur over the term of the contract.
- p. Policies regarding intellectual property ownership of faculty publications.

## **6. INTERNAL SYSTEMS**

Provide a description of internal system of your company for:

- a. Inventory controls for textbooks, trade books, and general merchandise.
- b. Recording, checking, and reporting sales.
- c. Control of cash and refunds.
- d. Process for allowing students to charge textbooks to their SOU student account, collections, and bad debt write off/reserve.
- e. Internal audit.

## **7. FINANCIAL PROPOSAL AND PROFORMA STATEMENTS**

- a. Financial Proposal: Provide a financial proposal with terms and conditions for an initial contract. The proposal should assume no significant investment in facilities from SOU.
- b. Pro Forma: Submit a five-year pro forma budget for the campus operations. A second five-year pro forma budget showing the incorporation of the proposed capital investment (assuming a new or refurbished facility) is to be included.
- c. Other Incentives: Describe any other incentives/considerations that will be provided to the university.

## **8. ADDITIONAL INFORMATION**

Provide any additional information on your company, vision for the bookstore, or other pertinent information for consideration by SOU. If your company provides additional services as described in Paragraph 14 of the Scope of Work, please provide information on how the service would be performed and the associated cost of the service.

## Attachment E – Special Contract Provisions

### Financial Terms and Conditions

1. **PROFIT & LOSS CONTRACT.** This contract is on a profit and loss basis only where contractor bears sole liability for loss but must share profit with SOU. Contractor shall have sole responsibility for the financial administration of the bookstore. Such responsibilities include but are not limited to ordering books and merchandise billings, and collections from third parties processing payments for all goods acceptance and deposits. Reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
2. **TERM OF CONTRACT.** The Contract is expected to begin on or about June 1, 2024, and extend to May 31, 2029, with an option by SOU of up to two two-year renewals thereafter, subject to the Contractor's continued successful performance as determined by SOU. Notwithstanding the foregoing, SOU reserves the right, upon 30-day notice to the Contractor, to terminate the Contract for its convenience.
3. **LICENSE.** SOU grants Contractor a revocable limited license to occupy the premises of the Bookstore in the Student Union during the term of this Contract, if Contractor has not materially breached any provision of the Contract, and failed to cure the same, as set forth in the Contract. The premises will be restored to the condition at the time this Contract becomes effective, less normal wear and tear, by Contractor upon termination or expiration of this Contract at Contractor's sole cost.
4. **TAXES.** In the event of a sales tax were to be imposed in whole or part, the contractor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes it collects in accordance with applicable state and local laws and regulations. Contractor shall hold harmless and indemnify SOU from and against all claims or demands arising out of Contractor's failure or refusal to collect and remit taxes applicable to its activities as Contractor.
5. **CONTROL SYSTEMS.** The Contractor shall exercise maximum security control over all cash, charge, and transactions. SOU shall not be responsible for theft or loss of the Contractor's cash or property or criminal acts of third parties.
6. **CREDIT CARDS, DEBIT CARDS AND CHECKS.** Contractors are required to accept credit cards and debit cards at the point of sale. The Contractor may, at its sole discretion, accept checks. The contractor shall provide its own point of sale machines and pay all associated transaction fees.
7. **PAYMENTS TO SOU.** Contractor shall by the tenth day of the following month remit payment to SOU for its portion of monthly revenues generated by the operations specified in this Contract and for other payments due including but not limited to, utilities and other costs. Such payment to be made in full without any offset for other amounts owed or disputed by the contractor or SOU.
8. **PERMITTED SALES.** Contractors are permitted to sale books, supplies, and merchandise within the bookstore; however, at no time is Contractor permitted to sell any food or beverage items. SOU reserves the right to recommend merchandise to be sold in the bookstore and to request the removal of merchandise for sale in the bookstore which SOU considers offensive or inappropriate.
9. **PRICING.** All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices. All other merchandise shall be marked up to reflect a normal gross profit margin for the university bookstore industry or as pre-priced.

### Auditing and Accounting

1. The contractor shall operate on its own credit, with no advance payments from SOU.
2. SOU reserves the right to audit the services under this Contract. Contractors shall keep full, timely, and accurate records in accordance with generally accepted accounting practices.
3. SOU shall be informed on demand by the Contractor of the schedule of independent audits of the Contractor's records and operations. SOU shall receive a report of any findings that materially affect SOU.
4. SOU is on a monthly business cycle with a fiscal year of July 1<sup>st</sup> - June 30<sup>th</sup>• SOU expects the Contractor to provide all financial reporting on the same monthly fiscal period.
5. The Contractor shall provide SOU with a complete set of monthly financial statements no later than the 20th day following the last day of each monthly accounting period.
6. Monthly or accounting period financial statements shall be presented by point-of-sale in a format acceptable to SOU. The statements by point of sale shall show budgeted and actual sales and/or operating results for the current period, previous period and year-to date. Cash register tapes by day and by register shall be provided to SOU upon request as part of the monthly financial statements. Causes and appropriate documentation of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.
7. Each operating statement by type of service and location and on a composite basis shall present revenue and expense accounts for the period being reported and fiscal year-to date, with percentage rates given for each item and period.
8. In addition to the above, the Contractor shall provide such special reports and analyses covering its operations under the Contract as may be requested by SOU.
9. Monthly, the Contractor on-site manager shall meet with the Director of Business Services or designee and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this Contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next monthly statement.
10. Annual Report. By July 15th of each year, Contractor shall submit an operations and performance review of the services under the Contract for the prior fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The report shall include, but not limited to, the upcoming proforma for the operations.

## Facilities Terms and Conditions

1. **RENT AND UTILITIES.** Contractor shall pay SOU a flat \$10,000 per month for rent, power, lighting, heating, cooling, natural gas, water and sewer utilities. The flat \$10,000 per month charge shall increase 3% annually. In the event pricing for these services increases substantially, the SOU and the Contractor shall negotiate a fair and proportionate new monthly charge. The contractor shall be responsible for reimbursing SOU for all other utilities provided by SOU or those that pass-through SOU, including, but not limited to: telephone service, internet network access and television cable. The contractor shall be

responsible for paying the normal SOU parking permit fees for its employees parking on campus.

2. **REQUIRED LICENSES AND PERMITS.** The Contractor shall be responsible for maintaining and paying for all required licenses and permits to provide services under this Contract. The Contractor shall maintain such licenses and permits on-site at all times and shall provide copies to the Director of Business Services upon issuance or renewal of permits.
3. **OPERATING MATERIAL.** The contractor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. Contractor may elect to utilize equipment already in place in the bookstore but shall accept the equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of SOU upon termination of the Contract in the same condition as when accepted for use, normal wear and tear expected.
4. **EQUIPMENT.** No University- owned equipment shall be removed from premises for any purpose other than repair, except by the university with prior written approval of the Vice President for Finance and Administration. Such equipment remains the property of the University and will be removed and disposed of in accordance with established University policies and procedures. Throughout the contract period , or any extension thereof, the contractor shall be responsible for maintenance, adjustment and repair any University- owned equipment furnished for the vendor use.
5. **NON-DISCRIMINATION.** Contractor shall comply with SOU's Non-Discrimination policy for all services provided under this Contract which specifically prohibits discrimination on the basis of religion, race, color, creed, national origin, sex, sexual orientation, gender identity, disability, veteran status, marital status or age.
6. **SUBSTANTIAL CHANGES IN OPERATION.** Contractor shall obtain the prior approval of SOU prior to making any substantial changes in the business plan or operation, which includes, but is not limited to hours of operation, construction, renovation, major equipment purchases, or hiring of key staff such as manager.
7. **USAGE OF SOU TRADEMARK.** SOU grants to Contractor a limited, non-exclusive, royalty free, worldwide, non-transferable and non-assignable right and license to use SOU's trademarks, including, but not limited to name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to SOU, provided that SOU's name is not used for product endorsement. The license shall be operative for the term of this Contract, provided that Contractor is not then in material breach of its terms. In the event of a material breach of this Contract, which has not been cured, the license shall expire upon written notice by SOU to Contractor.
8. **BOOKSTORE ADVISORY COMMITTEE.** SOU reserves the right to establish a Bookstore Advisory Committee. The Contractor's Bookstore manager shall meet regularly with the Bookstore Advisory Committee and with SOU officials to review Bookstore operations and pricing. Further, the Contractor's Bookstore Management shall work cooperatively with the Bookstore Advisory Committee, and with SOU officials in the development and improvement of the bookstore's program, pricing, services and policies. The Contractor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from SOU officials for the improvement of the bookstore's program, pricing, services and polices. The Bookstore Manager or his/her designee is also expected to meet periodically with SOU academic leadership and faculty members.
9. **CURRENT CONTRACTS.** Current maintenance contracts on SOU equipment or services agreements for the bookstore are made available for use by the Contractor (if permitted by the agreement) and will remain in force until their normal expiration dates. The contractor shall reimburse SOU for the cost of all

such maintenance contracts or service agreements. If the contract or service agreement permits early termination, and if it is to the benefit of SOU to terminate early, SOU will take reasonable efforts to affect the termination.