

Agreement between Western Connecticut State University and Nebraska Book
Company, Inc. dba NEEBO for Bookstore Services

This Agreement (the "Agreement") for Bookstore Services is made and entered into by and between Western Connecticut State University with offices at 181 White St., Danbury, CT 06810 (hereinafter "University") and Nebraska Book Company, Inc., dba NEEBO, with offices at 4700 South 19th St., Lincoln, NE 68512 (hereinafter "Contractor").

1.0 Agreement Term

The Initial Term of this Agreement shall commence on July 1, 2014 or upon the signature of the State of Connecticut's Office of the Attorney General, whichever is later, and continue for five (5) years (hereinafter "Initial Term") through June 30, 2019 with an option for a four (4) year extension through June 30, 2023. The University shall notify the Contractor, by written notice, delivered by registered or certified mail at least ninety (90) days prior to the expiration of the Initial Term of its intention to extend the term of the agreement. Any modification to this agreement shall be set forth in a written amendment thereto, signed by the Contractor, the University, and the State of Connecticut's Office of the Attorney General.

2.0 Scope of Services

2.1 Contractor shall operate a fully functional Bookstore facility as an independent Contractor and shall be the University's exclusive, on-campus and internet seller of all required, recommended or suggested textbooks and course materials.

2.2 In order to meet the needs of the University, the awarded contractor shall provide Bookstore operation services on a daily basis in accordance with a reasonable schedule mutually agreed upon by the University and the Contractor

2.3 Note that during the term of this Agreement, while no final plans have been determined, the University's Midtown Student Center may undergo a general renovation, which may result in not only a temporary relocation of the Bookstore but also a new permanent location within the Student Center. The University will advise the Contractor of any proposed renovation and coordinate activities to minimize any potential service impact to the Campus.

3.0 Responsibilities of the Contractor

3.1 The Contractor shall:

3.1.1 Provide for the sale and rental of textbooks and selling of trade books, e-books, and support materials identified by faculty as necessary for the presentation of courses.

3.1.2 Provide for the sale of stationary, University logo and named items and clothing, school supplies, health and beauty aid items, sundries, beverages, and snacks, with the sale of beverages in accord with any exclusive pouring rights contract the University may have. Currently, as the University retains an exclusive beverage rights agreement with PepsiCo, only PepsiCo products shall be offered for sale. For the sale of "convenience

store” items such as food, health beauty items, and other sundries, the Bookstore shall retain non-exclusive rights.

3.1.3 Promote the operation of the Bookstore in a manner that will complement and enhance campus academic and student life programs and provide students with cost effective, high value services and customer satisfaction.

3.1.4 Provide a University branded web site through which sales are made to the University community and other interested parties.

3.1.5 Comply with the “Higher Education Opportunity Act” and any amendments to this Act throughout the term of this Agreement.

3.1.6 Obtain from the University prior to manufacture the approval to use the University’s logo or indicia on any item sold by the Bookstore, where approval shall not be unreasonably withheld.

3.1.7 Obtain at its expense all required permits and licenses to comply with pertinent Board of Regents of Higher Education and University policies and with all applicable municipal, state and federal statutes and regulations along with assuming liability for payment of all applicable taxes including, but not restricted to, sales and property taxes.

3.1.8 Obtain from each faculty member a list of textbooks and other books or materials the faculty member wishes to use in his or her course(s). The Contractor shall develop a procedure to be followed by faculty members to accomplish this task.

3.1.9 Prohibit the sale of alcohol, tobacco products, lottery tickets and other forms of gambling related products and materials which can be considered offensive, with the University reserving the right to prohibit the sale of any item at its discretion.

3.1.10 Not operate the Bookstore in a manner which advertises or otherwise induces persons other than students, faculty and staff to use the Bookstore.

3.1.11 Supply the necessary furniture and fixtures for the operation of the store upon commencement of this agreement. Cash registers shall be the responsibility of the Contractor, and all transactions shall be recorded on such registers.

3.1.12 Provide fittings such as display racks for clothing, supplies, sundries, newspapers, magazines, etc., as well as refrigeration units for beverages and food, with any existing University owned fixtures may be used in the event they are deemed adequate upon inspection by the University and the Contractor.

3.1.13 Retain responsibility for furnishing, decorating and generally outfitting the Bookstore in a manner necessary to present a high-quality retail operation dedicated to providing customer valued University Bookstore operations, with the University reserving the right to approve or disapprove any furnishings and decorations proposed or implemented by the Contractor.

3.1.14 Make alterations and facility changes with the addition of decorative motif to the Bookstore that the Contractor believes to be essential to the Contractor’s mode of operation. Such alterations or facility changes must receive prior approval from the

University and shall be in compliance with all applicable statutes, codes, ordinances, rules and regulations. Such alterations or facility changes shall be at the expense of the Contractor.

3.1.15 Provide any office equipment (ie; computer equipment, cash registers, safes, furniture, file cabinets, copiers, fax machines) it may deem necessary to fulfill its obligations detailed in this Agreement.

3.1.16 Provide regular, daily cleaning of the Bookstore spaces, which shall include cleaning of floors, walls, ceilings, and equipment.

3.1.17 Provide periodic stripping and waxing of floors and carpet shampooing.

3.1.18 Provide signage, decorations, and decorative motif as approved by the University in support of Bookstore operations.

3.1.19 Provide vehicles for transporting goods between the University's Midtown and Westside campuses and any other site the University might offer courses in support of Bookstore operations.

3.1.20 Provide proof of insurance coverage in accord with section 21.14(e) herein.

3.1.21 Maintain on duty an adequate, trained staff of employees for efficient operations. This shall include a full-time Bookstore manager. Contractor's personnel must have picture ID Cards while on campus, as supplied by the University's WestConnect Card Office. In addition, Contractor's personnel must dress in accordance to their profession; uniforms are not necessary.

3.1.22 Provide headquarters management staff made known to the University by name to routinely review and inspect operations, fill vacancies when necessary, consult with the University on current and future Bookstore programs, and act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of this contract.

3.1.23 Maintain responsibility for Personnel relations of employees on its payroll. Contractor shall comply with all applicable State of Connecticut and Federal government regulations related but not limited to the employment, compensation, and payment of personnel. Contractor shall also provide training and development programs for its employees at all levels of the organization on a regular basis and at its own expense.

3.1.24 Observe all regulations of the University. Failure to do so may be grounds for contract termination.

3.1.25 Strive to employ WCSU students to fill short and long term part time employment needs within the Bookstore.

3.1.26 Maintain responsibility for removing all waste packaging, master cartons, boxes, etc. from service and storage areas to dumpsters provided and serviced by the University. Contractor shall not store packaging materials or empty cartons or cardboard boxes beyond what is needed for normal operations.

4.0 Responsibilities of the University

4.1 The University shall:

- 4.1.1 Provide such spaces to carry out the terms of this Agreement. The University reserves the right to change the size and location of such spaces based on campus planning and space needs.
- 4.1.2 Provide heat, light, utilities, air-conditioning, water, sewer, and electric services as are reasonably required for the operation of the Bookstore.
- 4.1.3 Retain responsibility for all repairs and maintenance for the interior and exterior of the building and the physical structure at the locations in which the Bookstore is located.
- 4.1.4 Perform pest extermination services.
- 4.1.5 Provide parking for Contractor's employees at no charge.
- 4.1.6 Provide removal from the campus of trash and recycling placed into designated dumpsters by the Contractor.
- 4.1.7 Provide user e-mail accounts and the opportunity for Contractor's staff to participate in WCSU's Emergency Notification System Program to obtain emergency alerts through land or mobile phone, text, or e-mail.

5.0 Performance Bond Requirements

5.1 Contractor shall furnish a performance bond in the amount of \$125,000.00 made payable to Western Connecticut State University. Such bond must be furnished by the awarded contractor upon notification of contract award by the University. The performance bond must be in effect for the entire contract period and may be renewed annually on the anniversary of the agreement date. The bond must have a surety with such company or companies authorized to do business in Connecticut, as listed in the most recent United State Department of the Treasury circular #570.

5.2 The performance bond shall also provide that, in the event of non-renewal, the University and Contractor shall be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of a non-renewal, the awarded contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety or failure to provide the bond within the twenty-one (21) day notification period may result in contract termination.

6.0 Campus Debit Card System

6.1 Contractor shall be responsible for the purchase and supply of the equipment (i.e. card readers and cash registers), software, and supplies necessary to facilitate sales through the University's campus one-card system (referred to as the WestConnect Card). Contractor shall also be responsible for the repair and maintenance of such equipment and the purchase of any required interface software necessary for connection to the debit card system.

6.2 The University currently uses CS Gold (Version 6.0) as its campus debit card system. The CBord Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850 (www.cbord.com), developed the CS Gold system application. All sales through the University's debit card system (aka the CONNect Cash debit account) shall be made through the CS Gold system. Note that the Contractor shall be responsible for paying CBord any XML interface with the CBord System. The University shall submit a report of debit card sales on a daily basis to the Bookstore and will send payment for these debit card sales within 10 days of the end of each fiscal month.

6.3 The Bookstore shall be designated as the only authorized agent to process all WestConnect card transactions for Bookstore merchandise typically sold in college bookstores. Payments for WestConnect card sales shall be guaranteed by the University.

7.0 Security

7.1 Contractor shall be responsible for control of keys obtained from the University and the security of those areas that are used by its representatives. Contractor shall be financially responsible for replacement of lost keys and the re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys. Contractor shall be responsible for immediately reporting losses incurred and equipment damaged or break-ins to their equipment and areas of the University. The University shall designate the authority of who shall receive these reports and be responsible for key issue and periodic review of key control.

7.2 Contractor shall be responsible for the purchase of locks and other security devices not currently provided by the University which may be required by the awarded contractor to further assure revenue, product or property security within the Bookstore area.

7.3 The University shall have access to the Bookstore space, including all secured areas.

7.4 The University shall provide Contractor with campus protection and security services currently available. Such services may include night patrol, door checks, security consulting, call response, video monitoring and card access security. This service shall not include armored car service.

8.0 Equipment and Facilities Maintenance and Sanitation

8.1 Contractor shall maintain the premises, equipment, supplies and facilities in conditions satisfactory to the University and in compliance with all University, State and local health and sanitation codes. Contractor shall adhere to the highest standards of cleanliness and sanitary practices.

8.2 The Connecticut Department of Public Health, the Danbury Health Department, and campus safety and environmental health personnel and other appropriate personnel shall have complete cooperation and access to all areas for inspection purposes. Contractor shall be responsible to implement corrective operating measures required as a result of these inspections and reports within a ten day notification from the inspecting agency and by mutual agreement of the University.

8.3 Contractor shall provide refuse waste containers, including waste container liners, in sufficient quantity to maintain sanitary standards for trash disposal and comply with University policies related to recycling of waste materials.

8.4 All material, equipment and supplies used by the Contractor in its operations must comply fully with safety requirements as set forth by the Connecticut Administrative Code, rules of the Industrial Commission on Safety, and OSHA.

9.0 Telephone Services and Data Connection

9.1 The University shall provide the Contractor with telephone equipment and services. Such services shall include installation of the telephones, campus and extended local service calling coverage, voicemail services and telephone lines necessary to connect alarms, faxes and modems. The University, as owner of the telephone service, shall bill the Contractor monthly at current University rates for the equipment, line, toll, circuit and other miscellaneous costs. If during the life of the agreement Contractor requests additional or replacement telephone sets, telephone lines, or associated services, charges will be billed in accordance with University rates.

9.2 The University shall provide data access connections to the University's network and internet. The Contractor shall be responsible for providing all the cables, network cards and software necessary to connect to the data jack(s) for each computer.

10.0 Book Orders and Deadlines

10.1 Contractor shall fill orders for textbooks and required supply items (defined as items other than text books) in accordance with textbook and supply orders received from the faculty. The Bookstore manager shall be given notice by the faculty or authorized University Department designees of the textbook and supply orders according to a schedule mutually agreed to by the Contractor and University.

10.2 Contractor shall be responsible at its expense for contacting in a timely manner all faculty departments and members as warranted for their textbook and supply orders. The University shall not be responsible for compiling or maintaining a list of such orders.

11.0 Booklists

11.1 In the course of providing the services contracted for in this agreement, Contractor shall collect text book and educational supply information from the University's faculty by any means necessary, including on course book information forms, telephone, email or web based

submissions. Should the Contractor create and maintain a computer database containing among other things course book information, the database and book information forms shall be proprietary to the Contractor.

11.2 Subject to the “exclusive campus bookseller provision” set forth above, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

12.0 Exclusivity of the Bookstore

12.1 Contractor shall operate the Bookstore as an independent contractor with its own credit and preferred vendors in the facilities made available to it by the University. Services of the Bookstore shall include the following:

- 12.1.1 The Bookstore shall be the University’s exclusive buyer and seller of all required, recommended, or suggested course materials, including but not limited to books, course packs, computer software, and study aids published or distributed electronically or sold over the internet.
- 12.1.2 The Bookstore shall be designated as the exclusive agent to accept all University debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payment for purchases made via the University debit card shall be guaranteed by the University. Payments for such purchases shall be made within (45) days.
- 12.1.3 The Bookstore shall also be the University’s exclusive “on-campus” and Internet seller of items other than textbooks and course materials which are typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a “Western Connecticut State University” emblem, logo, insignia, or other identifying mark.
- 12.1.4 The University shall not contract with any third party to provide any services of the identical type outlined in this agreement, on campus grounds or for any area within a ten-block radius of the campus grounds for which the University would have legal right to control, for the term of this Agreement.
- 12.1.5 Within this Agreement, the University shall retain the right to sell school supplies through its Information Desks located in the Campus & Student Centers. Additionally, University offices and student organizations maintain the right to distribute University logo, emblem and insignia material.
- 12.1.6 Within this Agreement, the University shall retain the exclusive right to sell graduation garments and supplies (ie; caps and gowns, graduation regalia, commencement invitations, and diplomas). Should the University so desire, at its discretion, it may relinquish its exclusive rights to the Bookstore for the sale

of the noted graduation garments and supplies. Any such terms and conditions regarding such rental or sale under this subsection must be documented in a formal written amendment to this agreement.

The Bookstore shall have a non-exclusive right to sell "convenience store" items such as food, health beauty items, and other sundries.

- 12.1.7 Contractor shall provide exclusive custom publishing services for the University for developing course packs for faculty members, securing the appropriate copyright clearances, and printing and binding of course packs for distribution and sale in the Bookstore. Complimentary desk copies of course packs shall be provided by the Bookstore to faculty members at no charge. Contractor shall indemnify and hold Western Connecticut State University harmless from and against any and all claims, debts, obligations, controversies, suits, actions, causes of actions, demands, damages, losses, expenses, and counsel fees arising out of or in connection with the development, preparation, printing, binding, and/or distribution and sale of said course packs.
- 12.1.8 Contractor shall provide special book order services for University students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.
- 12.1.9 Contractor shall provide charge sales for supplies for University departments and offices and student organizations. Payments for such charge sales shall be made within forty five (45) by the University and shall be guaranteed by the University.

12.2 If the University (i) accepts advertising from vendors other than the Contractor for inclusion in any of its materials or publications that it distributes or makes available to its students, including, without limitation, any course offering list; or (ii) permits tabling (i.e.; permitting vendors to set up and staff tables on campus to promote their products) or other promotional activities at any event sponsored by the University or located on its campus, the University agrees that:

- (i) It shall give Contractor reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities;
- (ii) Contractor shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and
- (iii) Contractor shall not accept advertising in such material from or permit tabling or other promotional activities at any of such events by any seller of college textbooks and/or course supplies other than the Contractor.

13.0 Policy Posting

13.1 Contractor shall post conspicuously on the Bookstore premises and website the Bookstore's policies including but not limited to refunds, buybacks, exchanges, promotions, and hours of operation.

14.0 Repurchase of Inventory

14.1 The University shall require a successor contractor to purchase Contractor's inventory "at cost" in the event of cancellation of this agreement in the same manner as purchased by Contractor. The inventory to be so purchased shall be the Bookstore inventory existing on the day the agreement is cancelled.

14.2 In the event the University changes any name or logo used on its insignia merchandise, the University agrees to purchase from the bookstore at the Bookstore's cost and upon the Bookstore's request all insignia merchandise with the prior name or logo.

15.0 Access to Accounting Records and Cash Registers

15.1 The University shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by Contractor with or without notice.

15.2 In addition, all registers shall have:

- a) Cumulative, non-re-settable counters of either the total reset clearings or the total cumulative activity.
- b) Receipt and detail tape provisions.
- c) Display window for customer viewing.

16.0 Textbook and Supply Pricing Framework

16.1 The Contractor agrees that:

- a) All textbooks and general books shall be sold at the Bookstore at or below publisher's suggested retail prices. Net priced new textbooks shall be sold at prices that shall not exceed 25% gross margin. Pricing shall be calculated using publisher-invoiced cost divided by .75. University shall reserve the right to request from Contractor invoice or supporting documentation demonstrating the publisher's suggested retail prices for any textbook or general book.
- b) Used textbooks, in good condition, shall be available at not more than seventy-five percent (75%) of the new sales price.

- c) Course packs, multiple component packages, and non-returnable textbooks purchased from publishers shall be priced at up to a thirty percent (30%) gross margin.
- d) Bestsellers, paperbacks, and other such book materials shall be sold at or below publisher's list price.
- e) A portion of our adopted textbooks and text material list shall be made available for rent at least fifty percent (50%) below the cost of a new, printed textbook. Contractor shall provide a rental price for every textbook adopted by the University.
- e) General school supplies and other sundries shall be priced at or below manufacturers' suggested retail prices or locally competitive prices.

16.2 The Contractor shall place special orders for books requested by faculty, students and staff and may require payment before placing such orders.

16.3 In the event that a faculty member is unable to request or obtain a desk (i.e., instructor's) copy from a publisher in a timely fashion, the Contractor agrees to provide such desk copy at no expense to the University providing the desk copy is returned to the Bookstore upon receipt of the publisher's desk copy. In the event a desk copy is not returned by the end of the Academic Semester, the University department shall be charged the full price of the textbook.

16.4 The Contractor shall accept as payment debit cards (including the University debit card), cash, personal checks with proper identification, American Express, Discover, Visa, and MasterCard Credit Cards.

16.5 To the extent authorized by applicable law and University policy, the University will assist in the enforcement of an anti-solicitation policy for off-campus and online bookstore competitor to prevent them from marketing on University property.

16.6 The Contractor shall implement a discount program where it shall offer all University departments a twenty (20%) price discount on supplies (excluding sale items, textbooks, and software). Such purchases shall be exempt from compensation paid to the University.

17.0 Refunds/Exchanges

17.1 The Contractor shall refund or exchange, without penalty, any textbooks in their original condition within seven (7) days of the first day of the fall or spring semester, provided that the student presents a valid receipt. Full refunds in the original form of payment shall also be made by the Contractor within two (2) days of the first day of any part-semester course for which the text was purchased, provided that the student presents a valid receipt. If a student presents a drop slip from a class, any associated refund may be provided on a sliding scale provided the book is in original condition and the student presents a valid receipt. Such sales and refund policies, including the sliding scale, shall be conspicuously posted in the Bookstore by the Contractor.

17.2 Refunds for general merchandise and trade books shall be issued by the Contractor in the original form of payment any time during the semester if the merchandise and/or books are returned in their original condition and with a valid receipt.

18.0 Buyback

18.1 The Contractor shall develop and maintain a book repurchase (buyback) system that will allow for the buyback purchase of hard and soft cover texts that are in good, resalable condition. Excluded from the book buyback system shall be all workbooks and study guides used specifically with the intention of marking up and/or removing pages therefrom, as well as packaged systems the subsequent purchase of which would violate the publisher's granted license (the restrictive and non-returnable materials shall be clearly identified by the Contractor to the buyer upon purchase).

18.2 The Contractor shall offer to repurchase books for not less than fifty percent (50%) of the book's selling price, provided the Contractor has been notified that the book will be used during the following term. In the absence of such notification, or if the book will not be used for the following semester or session or is to be replaced shortly by a revised edition according to the announcement of the publisher, the Contractor shall offer to repurchase the book at the highest national wholesale price.

18.3 The Contractor shall offer to repurchase pocket-sized or pre-priced paperbacks at up to 25% of the selling price.

19.0 Payments, Compensation, and Accounting

19.1 Signing Bonus: Contractor agrees to pay the University a signing bonus of \$75,000.00 not later than September 1, 2014.

19.2 Annual Textbook Rental Scholarship: Contractor agrees to provide \$10,500.00 annually for textbook rental scholarships to University students. The University, at its sole discretion, shall determine the criteria for the scholarship and the number of scholarships awarded each year. The University shall notify Contractor, in writing, the names and of the recipients and the amount each shall receive prior to the start of the awarded semester.

19.3 During the term of this agreement, Contractor agrees to commit up to \$175,000.00 towards the renovation and remodeling of the current Bookstore locations. All proposed renovations to the physical location shall be submitted to the University for review and approval. No alterations shall commence without the proper authorization from the University. If required, the Contractor shall be responsible to obtain all necessary building permits from the local jurisdictional authorities. Contractor will amortize this investment on a straight line basis over the term of this agreement. Should the University cancel this Agreement prior to the end of the term, then the University will reimburse Contractor for any amount of the investment not yet amortized.

19.4 Contractor shall be responsible for all expenses associated with the supply and implementation of hardware and software systems associated with the operation of the Bookstore. This installation shall include administrative, inventory control, point of sale, and integrated accounting systems required to centrally manage and operate the Bookstore. Contractor shall bear full responsibility for the security of the system it implements for the operation of the Bookstore.

19.5 The University's fiscal reporting period is July 1st through June 30th. The Contractor's statements of sales made and compensation paid shall be prepared in accordance therewith.

19.6 The University shall receive all variable compensation payments on a monthly basis. The University shall receive all variable compensation payments by the 30th day of the month following the month during which they were generated.

19.7 The Contractor shall maintain complete and accurate sales transactions for each sale in accordance with accepted industry accounting practices, and shall maintain and keep secure all financial records and statements pertaining to Bookstore operations for a period of three (3) years from the close of each year's operation (the "year" being the Contractor's fiscal year) or until audited by the University, whichever occurs first. The University's representative or selected auditors may annually, or more often if deemed necessary, and without prior notice, examine all financial and operational aspects of the Bookstore operation. Periodic reviews, conducted jointly by representatives of the University and the Contractor, shall be made to ensure that variable compensation payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound manner.

19.8 The Contractor shall submit to the University monthly statements that detail at a minimum sales and rentals by new and used textbooks, digital textbooks, school spirit clothing, school spirit merchandise, gift items, trade books and convenience items.

19.9 All monthly statements and payments shall be sent to the University's Chief Financial Officer or his/her designee.

19.10 On an annualized basis, the Contractor shall pay to the University the following percentage of gross sales from the Bookstore Operations on the basis of the following compensation percentage formula:

14.6% of all gross sales up to \$2,000,000; and
15.6% of all gross sales from \$2,000,000 to \$3,000,000; and
16.6% of all gross sales over \$3,000,000

Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from the Bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, discounted sales to University departments, and pass through income (ie; stamps). In the event Contractor sells digital content as an agent, Contractor's agency fee shall be the applicable gross sales for such digital content, and such agency fee shall be included as part of gross sales. Compensation shall be paid on all textbooks regardless of format, trade and reference books, supplies, computer software and hardware, clothing (emblematic and non-emblematic), convenience products,

greeting cards, backpacks, school spirit and gift products, and on payments for any remittance by vendors for regalia sales and rentals, class rings, and jewelry.

19.11 The University shall receive all compensation payments on a monthly basis by the 30th day of the month following the month during which they were generated. The compensation payments shall be made via check payable to Western Connecticut State University and forwarded to the attention of Mark Case, the University's Director for Administrative Services.

19.12 Contractor and the State of Connecticut recognize that in actual economic practice, overcharges resulting from antitrust regulations are, in fact, usually borne by the State of Connecticut (purchaser). Therefore, the Contractor hereby assigns to the State of Connecticut any and all claims for such overcharges as to goods, materials, or services purchased in connection with this Agreement.

19.13 Should an unforeseen event occur beyond the control of the Contractor and represents a significant adverse factor involving the revenue or operating results of the Bookstore, the Compensation structure noted in section 19.10 of this Agreement shall be renegotiated in good faith by the Contractor and the University to a lower amount. Examples of such events may include, but not be limited to:

19.13.1 A five (5) percent or more reduction in enrollment at the University from one academic year to another

19.13.2 A change in how the University positions the Bookstore as an auxiliary service provider resulting in the potential for Bookstore sales to be adversely affected.

19.13.3 A major change in college textbook sales and marketing where traditional college bookstores are bypassed by publishers selling electronic and paper textbooks directly to students.

19.13.4 A Force Majeure event impacting the operation of the Bookstore in a significant manner.

20.0 Customer Service & Community Relations

20.1 In an effort to more effectively understand and fulfill the needs of the University, the Contractor shall be actively involved in the campus community. To become a visible, integrated presence on campus, the Contractor shall implement the following in coordination with the University's Director for Campus & Student Centers and Auxiliary Services :

20.1.1 Bookstore Advisory Committee: This committee shall be responsible for general oversight of the performance of the bookstore and assessment of the degree to which the management and operations are meeting the needs of the University.

20.1.2 Regular Liaison Meetings: These meetings shall focus on discussing the day to day operations of the Bookstore, sharing new

technology information and industry news, and relaying Bookstore performance information with various campus liaisons.

- 20.1.3 Campus Outreach: Contractor shall design and implement programs which share time, energy and expertise with members of the surrounding community. Such programs may be done in conjunction with outreach programs sponsored and promoted by the University.
- 20.1.4 Visibility on Campus: Contractor shall design and implement programs which emphasize involvement in University activities such as student sponsored activities and events, athletic events, and campus-wide events and ceremonies.
- 20.1.5 New Student Orientation Program: Contractor shall provide orientation packages to educate incoming students about Bookstore products, services and policies.
- 20.1.6 Automated Website Feedback: Contractor shall provide a link for students, faculty, and staff to immediately offer comments or ask questions about the Bookstore and its services.

21.0 General Terms and Conditions

21.1 Termination:

- (a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the

stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice and undertake all University records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

21.2 Deviations and Exceptions: No exceptions to or deviations from the terms of this Agreement shall be permitted. In the event the Contractor wishes to modify the terms of this Agreement, a request for such modification shall be submitted in writing to the University's Director for Administrative Services or his or her designee. Any modification to this Agreement shall be set forth in a written amendment thereto, executed by the parties and approved by the Office of the Attorney General of the State of Connecticut.

21.3 Taxes: The State of Connecticut is exempt from payment of all federal, state and local taxes on most of its purchases except Connecticut excise or occupation taxes payable on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The State of Connecticut may be subject to other state's taxes on its purchases in that state depending on the laws of that state.

21.4 Construction and Effect: A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

21.5 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

21.6 Contract Assignment: No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University, except that the Contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the Contractor.

21.7 Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

21.8 Nondiscrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign

government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

21.9 Executive Orders: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

21.10 Campaign Contribution Restrictions: For purposes of the Campaign Contribution Restrictions, a "State contract" is defined to mean:

An agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

The form can be found on the State Elections Enforcement Commission website at http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/seec_form_11_notice_only.pdf. Note: the Form is no longer referred to as "Form 11".

Campaign Contribution Restrictions. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 355 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official; (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has *managerial or discretionary responsibilities with respect to a subcontract with a state contractor*, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

21.11 Whistleblower Provision: This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

21.12 Safety Requirements: All materials, equipment and supplies provided by the Contractor to the State of Connecticut must comply fully with all safety requirements as set forth by the Connecticut General Statutes and the Regulations of Connecticut State Agencies, and all applicable Occupational Safety and Health Administration ("OSHA") Standards. The Contractor will provide the University with a copy of any report received from the United States Department of Health, OSHA, the United States Department of Labor, or any other official federal, state or municipal inspection agency within forty-eight (48) hours of the Contractor's receipt of such report.

21.13 Notice: Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To University: Western Connecticut State University
 Attention: Mark R. Case
 Director of Administrative Services
 181 White Street
 Danbury, Connecticut 06810

To the Contractor: Nebraska Book Company, Inc.
 dba NEEBO
 Attention: Chris Judge
 Director for Campus Relations and Acquisitions
 4700 South 19th St.
 Lincoln, NE 68512

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

21.14 Indemnification:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract,

including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

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

21.16 Sovereign Immunity: The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses

of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

21.17 Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

21.18 Confidentiality:

(a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

21.19 Professional Standards: In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the University, such services as the University requests, provided in the contract.

21.20 Violation of Professional Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22.19(a) above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 22.19(a) above, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

21.21 Contractor's Standards of Conduct:

(a) In order to insure the orderly and efficient performance of duties and services at University and to protect the health, safety and welfare of all members of University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;

- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of University rules and procedures;
- vi. Unauthorized use of University vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

21.22 Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:

CGS10a-151b

Western Connecticut State University

By: Paul Reis

Title: Vice President Finance & Administration

Dated: 3-27-14

Nebraska Book Company, Inc.
dba NEEBO

By: [Signature]

Title: CEO + President

Dated: 3/12/2014

Approved as to Form:
Office of the Attorney General of the State of Connecticut

By: [Signature]

Title: ASSOC. ATTY. GENERAL Joseph Rubin

Dated: 4/1/14



Nebraska Book Company

4700 South 19th Street
P.O. Box 80529
Lincoln, NE 68501-0529
www.nebook.com

Phone (402) 421-7300
Fax (402) 421-0507

EasyLink
62768014

CERTIFICATION

I, Kevin D. Harford, Secretary of Nebraska Book Company, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), do hereby certify that the following statements are true and correct as of ~~the date hereof:~~ **MARCH 12, 2014:**

KDH
4-1-14

1. Pursuant to the Bylaws of the Company, the President of the Company is empowered to execute and deliver contracts on behalf of the Company; and

2. Steven Clemente has been appointed and is serving as the President of the Company.

IN WITNESS WHEREOF, the undersigned has affixed his signature this 19th day of March, 2014 under seal.

Kevin D. Harford, Secretary