



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6173

This contract entered into this 15th day of November 2021, by Follett Higher Education Group, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From March 29, 2022 through March 28, 2032 with two (2) five-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal LBS-1125 dated July 19, 2021:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One dated July 29, 2021
(e) Addendum No. Two dated August 11, 2021
(3) The Contractor's Proposal dated August 16, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated November 10, 2021.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: [Signature]
(Signature)
Clay Wahl
(Printed Name)
Title: Chief Operating Officer

PURCHASING AGENCY:
By: [Signature]
(Signature)
Leah Frank
(Printed Name)
Title: Procurement Manager

**November 10, 2021**

1. Parties agree that items within this Negotiation Summary modify RFP# LBS-1125 and the Contractor’s initial response to RFP# LBS-1125 and that this Negotiation Summary takes precedence in conflict.
2. The financial package and commission shall be as outlined in Attachment A to this Negotiation Summary.
3. Discounts:
  - a. Student Employees. Follett shall offer student employees a 20% discount on new, used and rental textbooks.
  - b. Department Charges. JMU departments shall be allowed to charge department purchases at the Bookstore. JMU departments shall receive a thirty percent (30%) discount from the Bookstore on purchases of all merchandise, with the exception of textbooks, computer software, convenience items, and sale items.

The contractor shall provide, at its expense, the hardware, software, equipment, and interfaces necessary, including interfacing with the University’s PeopleSoft System, in order to transfer detail purchase information directly from the contractor’s point of sale computer system to the University’s PeopleSoft system.
  - c. Faculty/Staff Discounts. Full-time JMU faculty and staff shall receive a fifteen percent (15%) discount from the Bookstore on purchase of all merchandise, with the exception of textbooks, computer hardware, convenience items, and sales items.
  - d. Alumni Association Discounts. JMU Alumni Association members shall receive a ten percent (10%) discount on the purchase of emblematic/logo merchandise.
4. The following elements of the Follett Discover Tools and Utilities are fully integrated at time of contract award and no additional work is required by JMU, including:
  - Discover Adopt
  - Discover Shop
  - Discover View
  - Discover Access
  - Shop by Author
  - Shop by Student ID
  - Auto Course Import

*(Follett Discover Shelf is not yet live)*
5. Advanced Online (*Follett On Demand*) will continue with JMU Athletics. The commission to the university shall be the same as for any other commission: 15.75% of all commissionable sales up to \$15,000,000; plus \$16.75% of any part of Commissionable Sales over \$15,000,000. Payment shall be made within fifteen (15) days following the end of the month that commissions are earned.
6. Integration of Follett’s POS system with the university’s financial aid system shall not be an initial consideration of the university, but may be considered at a later time. Adoption shall be at the sole discretion of James Madison University.

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7. Follett Discover Shelf: Adoption/integration shall be at the sole discretion of James Madison University.
8. Follett Access: Adoption shall be at the sole discretion of James Madison University and shall only move forward with approval and the partnership of the university. Follett shall not charge digital fees for titles in the Follett Access program.
9. The following target dates have been established for collecting textbook adoptions:
  - Fall Term: mid-April
  - Spring Term: mid-October; and
  - Summer Term: mid-March
10. Course packs and custom published materials (*i.e., materials requiring copyright permissions*) shall be sold at no higher than a twenty-five percent (25%) gross profit margin. (*e.g., If the cost of the course pack/custom published material is \$75, then the retail price at the University Bookstore will be no higher than \$100. \$75 divided by .75.*)

Digital Course Materials purchased on an individual basis may have a digital delivery fee. To support the delivery of digital content, a non-refundable digital delivery fee is applied to individual digital materials. Select digital materials may be excluded from the fee. The current fee is \$3.99 and is subject to change.
11. Merchandise Vendors: Follett shall work with the approved, licensed vendors as selected by the University and their licensing partner. Follett shall work with the University in introducing or expanding the assortment from a university preferred vendor.
12. Emails: Current policies prevent the university from sharing email addresses with Follett. It shall be at the university’s sole discretion whether or not to approve providing alumni emails or any other emails not previously provided by the university to Follett.
13. Email Marketing Campaigns: Follett shall target only existing customers that have voluntarily shared their email with Follett through sales transactions or have established a University Bookstore account for online purchases.
14. Follett may sell a small assortment of candy bars and snacks in the University Bookstore, but shall not offer goods that would infringe on the exclusive contracts the university has with Pepsi for exclusive pouring right and with Aramark for dining services.
15. Commissionable Sales is defined as all recognized revenue (*in compliance with generally accepted accounting principles*) generated through the Store or the Store website, less voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, Follett-funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and merchandise sales at less than an inherent 20% margin (*i.e., computer hardware and software*)”. The university shall receive commission on software sales higher than 20% margin.

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16. Any monies for which the university is invoiced for payment to Follett will be paid according to Section IX of the RFP “Method of Payment”, the laws of the Commonwealth of VA, and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors (<https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>).
17. The contractor shall have exclusive rights to operate the full-service bookstore located at the University, offering all goods and services normally found in University bookstores, and any such additional services as may be required by the University during the term of the contract. The University shall grant the contractor the right to sell University licensed products; however, the right is not exclusive. The License Fee to be paid by the contractor shall be 12% with an increase to 15% on July 1, 2022. The contractor’s exclusive rights do not include merchandise and services currently sold elsewhere within the University by departments, students, organizations or through other existing contract arrangements. James Madison University Libraries shall be exempt from this exclusivity clause with the contractor/University Bookstore. JMU Libraries may purchase, collect, and provide access to course materials in all formats, print and electronic, regardless of whether the same materials are also held at the University Bookstore.
18. James Madison University will provide the following:
  - a. A minimum of two hyperlinks located on the home page of schools .edu website to the store’s website, and on the appropriate subpage(s) of the school’s .edu website, a store information page that includes information on store hours, location, and other information as appropriate. The subpage shall also include a hyperlink to the store’s website.
  - b. The inclusion of key search terms within the schools .edu site that presents online hyperlinks when key words are typed in to the .edu site search field. Key terms include bookstore, campus store, textbooks, course materials, books, clothing, fans and athletics.
  - c. The opportunity, as permitted and mutually agreed upon by JMU and Follett, to include material promoting the store into all future and current student mailings (*physical and digital*), new student orientation packets, and new/welcome alumni membership mailings (*physical and digital*).
  - d. As applicable and only after approval by JMU, advertising in faculty, athletic, and student e-newsletters with a hyperlink to the store’s website.
  - e. Only after approval by JMU, the opportunity to use advertising space in any school-produced print publication (*weekly, quarterly or yearly*). Some publications may require payment for which Follett would be responsible.
  - f. The opportunity to present store information and promotional information at student and parent orientations.
  - g. The opportunity to regularly present at faculty/staff orientation to review current Follett programs and services.
  - h. The opportunity to present campus store events and promotions on any existing or future closed-circuit campus message broadcast applications.

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- i. The opportunity to set up a temporary retail location for athletic, alumni, and other events that are held on the campus.
  - j. Provide key staff members of the store a school .edu email address.
  - k. In-store product and service placements to drive brand awareness for vendors that serve the campus operation.
  - l. Maintain integrations between the University SIS and LMS with Follett Discover Tools and Utilities.
  - m. Promote the faculty adoption process and deadlines on all related campuses via campus-based email system up to two messages per adoption season whereby Follett will supply content such as graphics, copy, links, and subject lines for the institution to send to faculty and administrators.
19. The university is not in agreement to move forward with any of the following:
- Approval to send Financial Aid notifications by email and SMS to students.
  - Configure and install Follet Discover Shop/View within the course catalog
  - Alumni Association Emails. These are stored in the university’s Advancement system. The system data manager would have to approve providing Follett with these emails.

The items shall remain as options pending any internal discussions the university may have in this regard.

20. The university shall not be obligated to provide any of the following:
- a. The university does not have a texting policy that supports allowing all students to be texted without their permission. Therefore, Follett shall not be provided with texting data and Follett shall not text students.
  - b. The university shall not provide Follett with Financial Aid data on students due to potential privacy and legal implications.
  - c. While the university currently has Follett technology installed against our student system to support “Buy Your Books” and to support the HE Act’s requirement that students can see how much the books would cost as they register for classes, it has never been implemented in Canvas and the university does not currently have any plans to do so.
  - d. With regard to course catalog, there are currently no connections to any outside entities to our knowledge. The catalog is considered a contract with the student. There is no advertisement in the catalogs (UG and Grad) currently. The university cannot provide access.
21. The university acknowledges that Follett will be responsible for long-distance telephone service on their own; however, Follett shall be billed a monthly usage fee. Additionally, JMU Telecommunications Department will program phones for local use only and will assign a PIN # to allow for long distance calls, if needed, and the university would then bill back Follett for long distance charges in addition to the monthly usage fee. The cabling aspect will need to be addressed and billed if Follett were to require different cabling than existing.

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22. Follett may install a security system on the doors and window of the store facility; however, this must be coordinated through the university’s Facilities Management area prior to any work being done.
23. The following changes are mutually agreed to in regard to the exceptions and clarifications of terms and conditions of RFP# LBS-1125:

Section VIII. Special Terms and Conditions

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for two (2) additional five (5) year successive terms, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional five-year period, the contract price(s) for the additional five years shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

24. Contractor agrees that all exceptions taken within their initial response to RFP# LBS-1125 that are not specifically addressed within this negotiation summary are null and void.

**November 10, 2021**

**ATTACHMENT A to Negotiation Summary – Financial Package and Commission**

**Initial term of ten (10) years with two (2) additional five (5) year renewals.**

Commission Payment – The contractor shall pay the University the greater of either:

- a. the financial return based on the commission schedule, or,
- b. the minimum annual financial guarantee

Payments shall be made to the University on a monthly basis according to the commission schedule. Payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.

**COMMISSION AS A PERCENT OF SALES:**

**Initial Ten (10) Year Term**

Year 1 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 6 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 7 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 8 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 9 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 10 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**FIRST Five (5) Year Renewal Term**

Year 1 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**November 10, 2021**

**SECOND Five (5) Year Renewal Term**

Year 1 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**8% of all Commissionable Sales of digital course material.**

**GUARANTEED ANNUAL MINIMUM:**

**Annual commissions paid to the University shall be the greater of either the commission as a percent of sales or guaranteed annual minimum.**

**Initial Ten (10) Year Term**

Year 1 (\$)	\$1,100,000
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 6 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 7 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 8 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 9 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 10 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

**FIRST Five (5) Year Renewal Term**

Year 1 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

**November 10, 2021**

**SECOND Five (5) Year Renewal Term**

Year 1 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

**STRATEGIC ALLIANCE PARTNERSHIP: *\*(see allocation listing at end of this section)***

**Initial Ten (10) Year Term**

Year 1 (\$)	\$250,000 One-time Contribution plus \$99,250 in Strategic Alliance Partnership
Year 2 (\$)	\$99,250 in Strategic Alliance Partnership
Year 3 (\$)	\$99,250 in Strategic Alliance Partnership
Year 4 (\$)	\$99,250 in Strategic Alliance Partnership
Year 5 (\$)	\$99,250 in Strategic Alliance Partnership
Year 6 (\$)	\$99,250 in Strategic Alliance Partnership
Year 7 (\$)	\$99,250 in Strategic Alliance Partnership
Year 8 (\$)	\$99,250 in Strategic Alliance Partnership
Year 9 (\$)	\$99,250 in Strategic Alliance Partnership
Year 10 (\$)	\$99,250 in Strategic Alliance Partnership

**FIRST Five (5) Year Renewal Term**

Year 1 (\$)	\$250,000 One-time Contribution plus \$99,250 in Strategic Alliance Partnership
Year 2 (\$)	\$99,250 in Strategic Alliance Partnership
Year 3 (\$)	\$99,250 in Strategic Alliance Partnership
Year 4 (\$)	\$99,250 in Strategic Alliance Partnership
Year 5 (\$)	\$99,250 in Strategic Alliance Partnership

**SECOND Five (5) Year Renewal Term**

Year 1 (\$)	\$250,000 One-time Contribution plus \$99,250 in Strategic Alliance Partnership
Year 2 (\$)	\$99,250 in Strategic Alliance Partnership
Year 3 (\$)	\$99,250 in Strategic Alliance Partnership
Year 4 (\$)	\$99,250 in Strategic Alliance Partnership
Year 5 (\$)	\$99,250 in Strategic Alliance Partnership

**November 10, 2021**

**Textbook Scholarship**

Follett shall provide **\$45,000** annually in textbook scholarships for each full contract year during the term of this Agreement in the form of gift cards or as an accounts receivable account. These scholarships shall be administered by the university.

**Administration and Finance Scholarship**

Follett shall provide **\$25,000** annually in Administration and Finance scholarships for each full contract year during the term of this Agreement. These scholarships shall be administered by the university.

**Follett Endowed Athletic Scholarship**

Follett shall provide **\$10,000** annually in Follett Endowed Athletic scholarships for each full contract year during the term of this Agreement. These scholarships shall be administered by the university.

**Athletic Suite Co-Purchase**

Follett shall pay annually for one half cost of a football stadium suite. The annual cost is subject to increase over the course of the contract. The current cost for one half of a football stadium suite is **\$19,250** (*\$6,450 JMU Ticket Office Fees and \$12,800 JMU Duke Club Fees*). Follett shall commit to pay one-half purchase of a football stadium suite annually with ARAMARK paying for the other half of the suite.

Description	Price	Qty	Amount	Sub Totals
Football Suite Season Ticket	\$1,019.00	6	\$6,114.00	
Football Suite Priority (SRO) Season Ticket	\$168.00	2	\$336.00	
<b>Total Ticket Cost</b>				\$6,450
Football Suite Seat Contribution (Non-deductible)	\$12,00.00	6	\$7,200.00	
Football Suite Priority (SRO) Seat Contribution (Non-deductible)	\$50.00	2	\$100.00	
Duke Club Proud and True Fund (Deductible)	\$5,500.00	1	\$5,500.00	
<b>Total Duke Club</b>				\$12,800
<b>TOTAL SUITE CO-PURCHASE AMOUNT</b>				<b>\$19,250</b>

**Miscellaneous Donations and Support**

Follett shall continue to support various JMU offices, programs, and events with contributions throughout the year.

**CAPITAL FACILITY INVESTMENT:**

Initial Ten (10) Year Term

*(Depreciated Over Ten Years)*

Total Investment	\$1,350,000
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November 10, 2021

**TECHNOLOGY INVESTMENT:**

Initial Ten (10) Year Term, Years 1 - 5

Total Investment	\$120,000
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Initial Ten (10) Year Term, Years 6 - 10

Total Investment	\$60,000
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FIRST Five (5) Year Renewal Term, Years 11 - 15

Total Investment	\$120,000
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SECOND Five (5) Year Renewal Term, Years 16 - 20

Total Investment	\$60,000
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Follett Higher Education Group, Inc.  
Suite 200  
3 Westbrook Corporate Center  
Westchester, IL 60154  
www.follett.com  
Tel: 800.365.5388  
Fax: 708.884.0751

August 16, 2021

Ms. Leah Frank  
Procurement Manager  
James Madison University  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

Dear Ms. Frank,

In regards to RFP LBS-1125 Bookstore Management Services, we sent our response before addendum #2 had been released. I just wanted to submit an updated copy of the cover page of the RFP to indicate we did receive the addendum.

Sincerely,

A handwritten signature in black ink, appearing to read 'Moira Forret', written over a light blue horizontal line.

Moira Forret  
Manager, Contract Administration



# The Management and Operation of the James Madison University Campus Store

*Submitted to:*

Leah Frank  
Procurement Manager  
James Madison University  
752 Ott Street, Wine Price Building  
Harrisonburg, VA 22807  
540-568-7523  
Franklm@jmu.edu

*Submitted by:*

Kevin Renshaw  
Vice President of Marketing  
Southeast Region  
FOLLETT HIGHER EDUCATION GROUP, INC.  
3 Westbrook Corporate Center, Suite 200  
Westchester, IL 60154  
630.808.5096  
krenshaw@follett.com

Released on August 18, 2021

**Confidentiality Statement**

*This proposal contains confidential and proprietary information belonging to the Follett Higher Education Group, Inc. and such information is so marked. The disclosure of this confidential and proprietary information to any third party or to any employee who does not have a legitimate need to know its contents in connection with its evaluation is prohibited without the prior written consent of the Follett Higher Education Group, Inc. If this proposal is considered a public record by state or federal law, Follett reserves the right to assert and exercise any protections from disclosure contained in such law, such as those for trade secrets or private corporate information.*

# The Follett Difference



## Financial strength, stability and investment

- Privately held, **Family Owned and Operated**, 5<sup>th</sup> Generation Business
- Committed to **Education Markets**
- **\$300M+** in Forward Looking Acquisitions in Past 3 years
- **\$50M** Investment in eCommerce Platform
- **\$65M** Investment in Follett Discover Academic Tools Platform
- **Investing in Your Brand**, On Campus and On-Line



## Innovation for the future

- Industry Leading Follett Access Program that **Improves Student Outcomes** and **Lowers the Cost of Course Materials**
- Integrating OER and Subscription Offerings to **Reduce the Cost of Course Materials**
- Follett-On-Demand Acquisition that offers nearly unlimited selection of On-Line and In-Store, **customizable emblematic products**
- Provisioning of Digital Content **Directly into Student's LMS**



## Progressive operating models for the future

- Maximizing the Traditional Campus Store Model with Shop-by-Author Technology that **reduces course materials footprint** in your store by 30%
- Pioneering **Hybrid Campus Store Model** – Course materials fulfilled from Local Distribution Center(s)
- On-Line Only Campus Stores that go way beyond just course materials by offering a Full Complement of **Emblematic Gift and Apparel** as well as **Comprehensive Follett Access Programs**
- Institutional/Employee Stores that give your Administrative Staff, Departments and Employees access to **Institutionally Branded Merchandise**



August 18, 2021

Leah Frank  
Procurement Manager  
JAMES MADISON UNIVERSITY  
752 Ott Street, Wine Price Building  
Harrisonburg, VA 22807

Re: RFP Response

Dear Ms. Frank:

Follett is pleased to present this proposal to JMU. With a strategic partnership spanning more than twenty years, we truly appreciate the opportunity to demonstrate our continued commitment to provide the James Madison University community a compelling and rewarding, campus-centric retail shopping experience both in-store and online. The Follett team is fully committed to providing all the necessary business resources in support of building and expanding our mutually rewarding long-term relationship.

The JMU Campus Store provides an exceptional, forward-looking campus retail program adding tremendous value to the University. In addition to the critical role of supporting your students' education, we pride ourselves on delivering a positive and memorable reflection of the JMU mission, brand, and image. The JMU mission of "...a community committed to preparing students to be educated and enlightened citizens who lead productive and meaningful lives" is complimented by Follett's mission to **improve the world by inspiring learning and shaping education**. Follett has established a reputation in the marketplace as the premier campus store management services provider and we are firmly committed to maintaining that status by providing our partners the resources needed to:

1. **Provide innovative, low-cost course materials solutions with a large selection of digital, rental, used, and OER course materials that drive student success.**
2. **Deliver industry leading integration tools for faculty, staff, and students.**
3. **Provide analytics to help faculty drive course materials affordability.**
4. **Assemble a more robust and exciting general merchandise assortment that addresses current trends, preferences, and customization.**
5. **Offer forward thinking products and services that support your brand image and institutional goals.**

Our professional services and programs are backed by an unprecedented level of investment, and will effectively address your needs on the JMU campus today and well into the future. Through our continued partnership, Follett will deliver on our promise and purpose making it easier **for students to learn, faculty to teach, institutions to run and fans to celebrate**.

Thank you for your consideration of this proposal. We look forward to presenting our capabilities and our customized plans for James Madison University. We are confident that our response will meet or exceed the requirements and expectations needed to propel your JMU Campus Store vision forward. In the meantime, please do not hesitate to contact me directly if I can be of further assistance during this RFP process.

Sincerely,

Kevin Renshaw  
Marketing Vice President, Southeast Region  
P: (630) 808.5096  
E: krenshaw@follett.com

**REQUEST FOR PROPOSAL**  
**RFP# LBS-1125**

**Issue Date:** July 19, 2021  
**Title:** Bookstore Management and Operation Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: Option A: Five (5) Year Initial Contract Term with the Option of Three (3) Additional Five (5) Year Terms or Option B: Ten (10) Year Initial Contract Term with the Option of Two (2) Additional Five (5) Year Terms.**

**Sealed Proposals Will Be Received Until 2:00 PM on August 18, 2021 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, [smith2LB@jmu.edu](mailto:smith2LB@jmu.edu); 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Follett Higher Education Group, Inc.  
3 Westbrook Corporate Center, Suite 200  
Westchester, IL 60154

By:

  
*(Signature in Ink)*

Name:

Clay Wahl  
*(Please Print)*

Date:

8/16/2021

Title:

Chief Operating Officer

Web Address:

Follett.com

Phone:

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ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 CW #2 CW #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES;  NO; *IF YES* ⇒  SMALL;  WOMAN;  MINORITY **IF MINORITY:**  AA;  HA;  AsA;  NW;  Micro

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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Appendix A: List of Institutions Served by Follett

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# Executive Review

Follett is pleased to present this proposal to JMU. As your current partner of 22-years, we are proud to provide your students, faculty, staff and alumni with a hassle-free campus-centric retail shopping experience. The entire Follett team, led by your Store Director Mark Glenn, are fully committed to providing the appropriate business resources to your campus and look forward to continuing a long-term relationship with you and your campus community.

The JMU Bookstore is an incredibly valuable resource to the community. This is the place where the exciting journey begins for freshman, where parents can go to get their students well equipped for the semester, where Duke fans and alumni go to get their JMU gear and where people from all walks of life get together to hear great authors speak.

**Follett is determined to be the premier campus store management services provider by providing our partners like JMU the resources needed to:**



Save students money on course materials.



Provide higher education tools that are more innovative and integrated.



Offer a larger selection of digital course materials.



Aggregate and organize faculty adoptions.



Assemble a more robust and exciting general merchandise assortment that addresses current trends and preferences.



Provide a hassle-free customer experience.



Provide employees with great potential for professional growth and advancement opportunities.



Offer forward thinking products and services that support your brand image and institutional goals.



## Collaborative Partnership

Follett strives to do more than simply run the JMU campus store. Our goal is to leverage our broad and deep industry experience, our general merchandise vendor partners, technology advancements, our long-standing publisher relationships, and our unique role as course materials provider, distributor and facilitator into a new type of collaborative partnership with your campus.

Together, our partnership propels your branded campus store vision forward by having an attention on affordability, providing options that solve for institutional goals and connecting with your campus community. Understanding what your students and faculty need to become more academically successful is a pillar of our relationship that drives our solutions and products. As you can tell, partnership is at the center of everything we do, it is what guides us and delivers results to your students, faculty, campus community, fans and alumni.



### Students

Throughout the life-cycle of a student's college or university experience while at your institution, one thing remains constant – they can count on the campus store to be a resource to get what they need to be successful every day, week, term and year. We are there to help them get the right textbook and explain the cost saving options available to them. We are there to help get ready for game day or showcase their school pride. The campus store is also the resource to get the items they need to make their campus home more like “home” – everything from medicine to make-up, from dorm room essentials to technology and snacks.



### Faculty

For your faculty, partnership is having a resource to help vet the course materials needed to help students learn. It is educating faculty on the options they can influence to increase affordability. We are the campus resource for snacks to help them get through the day. We are the place to buy school apparel that brags about where they work. The campus store is the place where their published passions are stocked and supported by the campus community.



### James Madison University

We understand you have a vision for where you want to take your institution and by being a great partner, we want to help you get there. From topics like affordability and access, to course materials, to providing cafés, technology products and services – we can help create an institutionally branded campus store experience that helps you achieve your goals. Many of our core solutions start as a “pilot” on a campus to fulfil a need. We pride ourselves in extending our services and helping you in any way we can.



### Duke Fans and Alumni

Getting the apparel gear fans and alumni need to showcase their school pride on game day or homecoming weekend is just the beginning of what a Follett campus store can offer. We also know they rely on the campus store to have the “fan-cave” and “tailgate” items they need to have a branded experience – whether it is in the parking lot or in their basement. Many Duke fans and alumni also want to share their enthusiasm with their family and friends – so we carry giftware, children's apparel and drink wear options to satisfy all of their shopping and gift giving needs.



### Listen. Learn. Evolve.

Each of our institutional partners is unique in what they stand for, offer their students, how they connect to the community or even what their vision is for the future. With our commitment to drive an impact on student success, we believe strongly in our “Listen. Learn. Evolve.” approach. We leverage our robust research, valued customer feedback and on-campus experience throughout higher education to anticipate change so that we can develop tools and solutions to help students and faculty succeed in the future.

Change, a word that has become commonplace in campus conversations, will certainly remain an ongoing theme. We see the continued evolution of the consumer and the rapid increase in demand for new technology, cost-saving programs and access to the items the campus community needs to be successful in everyday life. It's going to be expected by each and every customer in the increasingly competitive marketplace. The themes of affordability, accessibility and convenience will continue to sit at the center of Follett's

strategy, but we will drive new programs and services, both in-store and online, to meet and exceed the dynamic needs of customers at all levels – committing to providing a partnership that evolves with the campus.



### A Hassle-Free Experience

When we think about the important role we play on campus, we're not just selling course materials and merchandise; we're enabling personal goals and dreams to come true. We strive to make course materials more affordable so students can manage the expenses of education. We make sure there is a good stock of convenience items in-store because, with busy schedules, it may be the only source of nourishment students and faculty receive that day. We provide personalized service when helping a customer pick out a t-shirt or a school branded gift for someone they care about. Whatever the case, there's always an opportunity for us – at all levels of the company – to make lives better, to appeal to and deliver on customers' expectations. We look for ways to remove the barriers to a quality campus life and education on campus whenever possible.

**We can provide this experience by managing the campus store with the following attributes:**



Clean and bright store (online or brick and mortar) that evokes a “wow” from the customer.



Merchandise in-stock, where the customer expects to find it, accurately signed, priced and well displayed.



Friendly, knowledgeable, articulate and available staff, helping our Team Members to understand when and how to help a customer.

The finish – striving for a friendly, fast and efficient checkout experience, so that we leave them with a great impression.



Four-year institutions are up against unprecedented challenges. Fortunately, with the right strategies, tools and technology, those challenges can be turned into opportunities.

America's four-year institutions offer a clear path for millions of students to get a degree, bettering their quality of life for years to come. But today many colleges and universities are facing challenges never seen before. For example, we have a transitioning educational marketplace with increasing technology

needs, competitive enrollments, student retention challenges and tightening budgets – all of which are driving many institutions to consider new service options, particularly within their auxiliary services. The challenges brought on by the COVID-19 pandemic surfaced the critical need for strong campus partnerships. The JMU store team and the Follett support team worked tirelessly to keep our store open on campus and online. As the classroom shifted to hybrid and online and back to campus, Follett continued to provide essential services. While our competitors shuttered operations, Follett worked closely with all our campus partners to ensure a safe environment while meeting the needs of our customers.

The shift to digital and online products and services during these past few months have highlighted the requirements essential to meet the needs of new tech-savvy students and faculty is paramount to keeping pace. With the best practices and the technology that we've developed serving nearly four million students on college and university campuses across North America, **Follett is poised to help you meet the ever-changing needs of your student.**

Follett has successfully transitioned from being simply a campus store operator and bookseller – to a dynamic technology company, with the financial resources and innovative retailing strategies to help campus stores thrive. Just a few of the **benefits of partnering with Follett** include:

**Follett's Academic Tools and Utilities** Group, a new service organization created within our company to address, develop and implement new technologies, such as Follett Discover. Our Academic Tools and Utilities Group has brought Follett's technology to new heights – allowing our services to integrate with your Learning Management and Student Information Systems for seamless student and faculty access to course content, whether purchased or through open educational resources. It's capable of delivering enhanced media in practically every format and through any operating system.

**BryteWave powered by Redshelf** is the new Follett ebook reader that will allow students to acquire and utilize digital course material whether online or offline – and on any device and operating system. BryteWave is but one reader solution that can be used through the website or with Follett Discover.

**Our industry-leading** ecommerce solution has been updated and stands as the most effective virtual college store solution available today. With an unprecedented level of financial support (\$50 million) for updates, our online experience has enabled Follett to secure the #57 position on Internet Retailer magazine's list of America's largest online retail sites!

**New retail competencies** at Follett include coffee shops and cafés that we are designing and building on campuses across the country. Through new partnership agreements with well-known national coffee brands, Follett is giving its campus store a significant boost with in-store café services.

Our **"tech-store-within-a-store" concept**, where we offer leading brands of tablets, smartphones, PCs and even Apple laptops at select locations. Some of these new Tech Stores even offer warranty and upgrade services.

**Follett provides the financial resources** of a large, fiscally sound corporation, ensuring that our products and services are delivering more to our college and university clients.

Our financial stability enables us to meet our commitments and quickly and decisively respond to the rapidly evolving academic retail landscape, offering cost-efficient solutions to our partner institutions, such as our **Rent-A-Text program**, launched in 2010, which has saved America's students over \$1 billion.

Our financial stability has also allowed us to offer **Follett ACCESS**, our fee-based course materials model launched in 2011. This program ensures that all students will have course-required materials in-hand on or before the first day of class.

We have come a long way from our “new store” dedicated in 2001.



Together, we can continue to drive savings for students, provide innovative tools for course material delivery, expand the JMU brand through broader assortments and revitalize the iconic JMU Bookstore.



# The New Campus Store Putting Experiential Retail Concepts to Work on Campus



Technology has forever changed the way people shop. With just a few clicks, swipes or voice commands, almost any item that consumers want is available from online outlets. Campus stores are well aware of the competition from e-commerce sites, which attract students, alumni and fans with promises of low prices and convenient delivery.

Yet brick-and-mortar campus stores still have an advantage. Physical retailers can create shared experiences that engage customers by appealing to their emotions and senses. The goal of the concept — known as “experiential retail” — is to inspire people to interact with the stores’ brands in ways that are not possible online.

Authenticity is key. Consumers seek experiences that ring true to what they understand about the retailers while at the same time offering something that is personally of value to them.

Campus stores that appreciate what is important to the communities where their institutions serve are in the best position to offer a compelling and tailored mix of products, services and events that can generate ongoing foot traffic — and ultimately sales.

**The goal is to elevate the status of campus stores to destinations that people want to visit on a regular basis, not just at the beginning of a semester.**

## What Is Experiential Retail?

To entice shoppers into stores, retailers are finding ways to engage customers beyond just offering them products. Experiential retail concepts shape the creation of experiences that appeal to consumers. The act of physically entering the shopping space is filled with a sense of discovery and shareable moments that:

- Forge emotional connections
- Stimulate the senses
- Support brand promises in an authentic manner
- Motivate visitors to return

Successful implementation of experiential retail concepts works in tandem with online stores to build brand equity. Shoppers who have positive experiences at campus stores are more likely to engage with the corresponding e-commerce sites to purchase products and services when those stores are closed.

## WHAT'S INSIDE:

**How to create meaningful retail experiences**

**Ideas to generate demand all year long**



## Expanding Opportunities for Campus Prominence

The role of campus stores has evolved into dynamic hubs for their institutions. The stores are natural points for people to visit to immerse themselves in the schools' brands and strengthen the connections they feel to campuses or institutions, whether they are students, fans, alumni, faculty, staff, community members or prospective students.

Embracing experiential retail concepts enables campus stores to elevate the value that shoppers associate with intentionally visiting the brick-and-mortar outlets, even if similar merchandise is available online.

The challenge for campus stores is to understand how to implement the various elements that go into creating authentic retail experiences. The effort needs to be based on a coordinated strategy, which reflects and supports the schools' brand values, mission and campus culture, not just a series of marketing tactics.

### Personalizing the Planning Process

Successful campus stores constantly take the pulse of what is trending in retail to understand how to best meet the needs of their customers. At the macro level, they monitor what is driving foot traffic for successful brands that are able to grow retail sales — even as the popularity of online shopping grows — and translate those strategies for implementation in campus stores.

While retail trends are applicable across the board, every campus store serves a specialized market. To ensure that specific needs and interests are met, it is important to survey the campus community to inform the planning process for a campus store reimagination.

The campus store can be so much more than simply a place to purchase textbooks and merchandise. Because the physical space is an important part of the campus, it can be customized with amenities, services and gathering areas that cater to the campus community. Uncovering what the people who visit the campus store want is the first step in creating the unique experiences that appeal to their emotions and senses, which will bring them through the door again and again.



## Creating Meaningful Experiences

After figuring out what the school community wants from the campus store, the surest way to get shoppers to put down their devices is to use that information to create engaging, targeted experiences. A Boston Consulting Group study found that by focusing on engagement and personalization, brands can increase revenues by 6% to 10%.<sup>1</sup>

Then campus stores should consider opportunities to offer interactive, engaging experiences in the following areas:

### School brand

Students, faculty and visitors expect the campus store to look and feel like it is part of the school. Infusing the school's brand with graphics packages, flooring patterns, lighting, custom paint colors that match the institution's brand colors, three-dimensional signage and brand-inspired artwork establishes an immediate connection that patrons can see. The campus store is communicating that it is a significant contributor to the educational and social journey that the institution embodies.

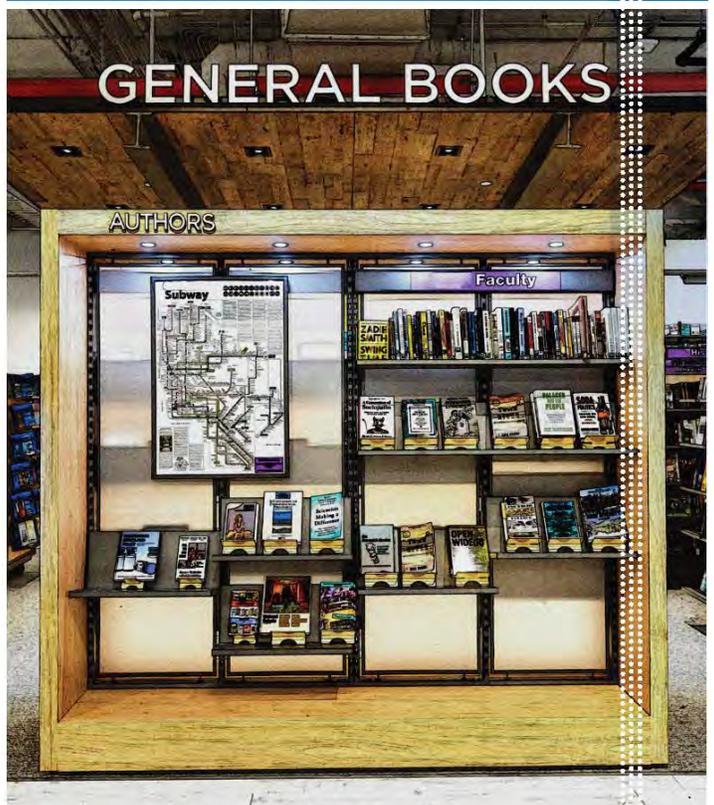
Many campus stores choose to honor campus architectural elements by integrating them into store design choices, whether sleek and modern or historic and stately. Others choose to highlight athletic or academic themes. Visitors should recognize that the school's culture and brand are celebrated throughout the campus store.

For example, a section that features books authored by faculty emphasizes the academic focus of the institution. Or a larger-than-life sculpture of a popular coach or mascot may greet visitors at the store entrance to honor the athletic success of the institution. These types of visual references create connections for visitors that can inspire school pride, fuel memories and promote merchandise categories.

The draw of specific experiential retail elements generates excitement for campus stores. When the brand is front and center, students, alumni and visitors make the campus store a destination for social media moments on game days, during campus visits and for special events because they want others to see and share what they are experiencing.



Make the campus store a destination for social media moments by featuring larger-than-life elements of the school's brand.



<sup>1</sup>Hutchison, Rich, et al., "The Future of Marketing Is Here. Don't Blink." Boston Consulting Group, November 30, 2018. Retrieved from <https://www.bcg.com/publications/2018/future-marketing-here-do-not-blink.aspx>

## Creating Meaningful Experiences (cont.)

### Services and amenities

The campus store can offer elevated services and amenities that meet the specific needs of its visitors in ways that support the academic journey of students, provide social connections and strengthen relationships between an institution and the surrounding community.

Many campus stores offer:

- **Local or nationally branded coffee shops** featuring hyperlocalized experiences or that fill the need for additional food and beverage services. The combination of fast-casual service options and open seating provides additional gathering opportunities for students and faculty to meet and collaborate. Expanded options are especially successful when the spaces offer experiences that are inviting and buzzworthy.
- **Full-service technology centers**, which sell and repair Apple and other popular high-tech products, are popular. This experience often includes opportunities to try new products and learn more about emerging technology while offering an array of much-needed branded tech accessories.
- **Charging stations meet the never-ending need to power devices.** They are positioned along windows and ledges for use by individuals and in common areas with community tables where students collaborate.
- **Soft-seating areas can be an oasis for breaks** between classes and provide a change of environment to relax, boost energy levels, spark innovative ideas or facilitate social meetups.
- **Online order pickup capabilities** that merge the omnichannel online/in-store experience, further catering to the ever-changing preferences of today's campus shoppers by bringing the shopper back into the store.



Provide customers access to charging stations for their mobile devices, so they can explore the campus store while boosting their batteries.

## Creating Meaningful Experiences (cont.)



### Gathering areas

Space to study or meet and collaborate can be hard to find on many campuses. Campus stores that offer enclosed reading rooms, collaborative study areas and group meeting rooms become a destination for students and faculty. In addition to providing a valuable service, students have access to supplies for projects as well as snack and drinks to fuel creativity or boost stamina.

Faculty members also need spaces to meet outside of their departments. Flexible meetings spaces, which can be reconfigured for small or large groups, are useful for this purpose. An online reservation system to reserve the spaces makes it easy for faculty to incorporate the campus store into their daily routines.

Campus stores can take advantage of the need for meeting space by creating multipurpose areas that expand and contract to fit the various needs of the campus community.

### Special events

An ongoing schedule of themed events draws members of the schools' communities and surrounding areas to the campus stores. Research on students' interests, campus clubs and regional trends helps campus stores pinpoint events that are meaningful to their audiences. Events can encompass a wide range of interest areas and demographics, including author visits, faculty readings, new book releases, fandom events, story time for children, interactive demonstrations, local vendor days and community-based charity drives.

Recent popular examples include "May the 4th — Star Wars Day," Marvel Comics Day to coincide with the release of blockbuster movies and the much-hyped release of a new graphic novel.

The overarching goal is to create fun, meaningful events that engage groups of like-minded people with experiences that enable them to connect with each other and the campus stores.



## Go All Out for Game Days

For schools with a heavy focus on athletics, game days are opportunities to shine for campus stores. Experiential retail concepts can add to the excitement of the game day by creating experiences that enable fans to cheer, celebrate and get caught up in the fanfare.

- Incorporate a sideline brand shop that showcases team merchandise
- Book events before the game that fans want to be part of, such as meeting a beloved former star athlete or a contest to win a tailgating kit
- Feature a good luck spot for fans to visit and promote on social media before heading to the game
- Provide an opportunity to show team pride by cross-merchandising accessories with apparel that complete fans' game day looks
- Hit the sidewalk or walkway in front of the store with merchandise and signage about what's featured inside

## Flexibility to Generate Year-Round Demand

Campus stores live and breathe according to the schools' calendars. The appeal of the campus stores should be tied to the anticipation of finding out what's new and the desire to be part of what's happening. Campus stores become must-visit destinations that offer experiences tied to what's going on in the lives of students (current and prospective), parents, faculty and fans.

- Welcome students back to campus with streamlined book sales at the beginning of the semester
- Set up a sample dorm display on move-in days featuring logoed merchandise such as blankets, throw pillows, portable chairs, artwork and hampers
- Create a special fan gear kiosk for the Homecoming game
- Coordinate a special event for Family Weekend that appeals to parents and students
- Offer a customization service to create gear for clubs, intramural teams and departments
- Spotlight seasonal merchandise for holidays
- Host cross-department faculty meetings
- Book meeting spaces for student groups
- Merchandise Greek gear for fraternities and sororities during key weeks
- Promote access to quiet spaces to study for finals
- Highlight graduation items at the end of the semester
- Be a featured spot for prospective student visits with backdrops that visitors want to show off in social media posts
- Erect a pop-up kiosk to redeem promotional coupons for incoming students participating in orientation sessions



Create a schedule of events and promotions that draws visitors to the campus store again and again.



### Experiences of a Lifetime

The popularity of online shopping is here to stay. To maintain relevance in the changing retail landscape, campus stores must adapt. Embracing experiential retail concepts enables campus stores to elevate their roles at the institutions they serve and strengthen their revenue streams.

The first step is to understand what is important to students, faculty, alumni, prospective students and area residents and what the school's brand represents. Then campus stores can incorporate that learning into determining what services and merchandise to offer, how the school's brand is integrated in their physical space and the excitement that will be generated throughout the year with events and promotions, which connect with their customers' emotions and senses.

The result is a campus store that is more than a place to shop. It becomes a destination, which promises to deliver personalized experiences that strengthen customers' sense of connection to the institution, now and for the future.

## How Follett Can Help

Follett is a leader in taking campus stores to the next level. We immerse ourselves in the culture of every campus where we partner to understand what makes the institution and community unique. We develop long-term relationships with campus stores to help guide the development and implementation of experiential retail concepts that reach shoppers at an emotional level to tap feelings of pride, excitement and nostalgia for the institution. Every campus store is supported by customized options and systems to meet the specific needs of its retail environment.



### RESEARCH FOCUSED

Follett surveys the campus community to understand local preferences. Careful analysis is conducted to determine implementation guidelines that best support the school's brand. Extensive background research in generational buying trends and general and collegiate retail trends is incorporated into the planning process.

### CREATIVE VISION

Follett employs a collaborative team approach to campus store design with input from visual merchandisers, store designers and product merchandisers to create experiential spaces in the stores.



### WHITE-LABEL APPROACH

The school's academic and/or athletic themes are integrated into the store design and experiential elements. Follett does extensive brand and institution research to guide the development of the entire space. Campus mission statements, mascots, fight songs, famous faculty and alumni, mottos and school history can all be incorporated to create a customized, meaningful experience.

### EXPANDED PRODUCT PORTFOLIO

In addition to textbooks and general merchandise, what other items are in demand? Depending on where the school is located, convenience and technology products, local goods and specialized services are added, which are useful for the campus and community population.



### IMPLEMENTATION SERVICES

An expert Follett store design group works closely with school officials to make sure that all the experiential, technical, design and implementation aspects of the campus store rollout are well managed.



To see experiential retail concepts in action, visit Follett's Lookbook at <https://www.follett.com/lookbook/>



## About Follett Higher Education Group

Our purpose is to “Improve the World by Inspiring Learning and Shaping Education.” For over 145 years, we have been doing just that by bringing together affordable educational content, products and technologies to prepare learners and educators, term after term. Follett manages all formats of affordability programs at more than 1,200 campuses in North America, resulting in lower costs and better access to learning materials. We are proud to serve as a trusted partner that fosters higher student success rates and influences positive outcomes.

[www.follett.com/managedstores](http://www.follett.com/managedstores)

## A. University Overall Objectives and Goals

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Follett understands and agrees to items #1 through #19.

## B. University Bookstore - Current Operation

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Follett understands and agrees to items #1 through #7.

## C. Operations

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### **C19a. Describe your company's management/operations plan for operation of the University Bookstore.**

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Throughout this proposal you will see specific details that outline our plans to continue to support the needs of JMU, including renovation plans, staffing requirements and training, and product mix. Each of these elements is carefully assessed to create the optimum opportunity for bookstore growth and success in both traditional and virtual models. It is through a thorough assessment process that we can identify the greatest areas for gain as well as identify areas of current strength that can be built upon. What is most important is that your bookstore reflects the special qualities and uniqueness that makes JMU a unique and community college. We understand the bookstore is a reflection of your campus and the JMU brand. At Follett we take that statement very seriously in our plans to create an exceptional College Store experience.”

### **Campus Community Engagement**

The Follett operations team will continue to engage with the campus community to build relationships. Having a store team with deep knowledge of the campus and culture is the foundation of these relationships. We are proud of our JMU Campus Store management team and the bonds they continue to build on campus and in the community. Hiring energetic, engaged and enthusiastic team members is a great start to creating the store culture that reflects the JMU family. Our engaged JMU Store team will continue to explore opportunities to improve and expand services, implement and encourage the utilization of our tools and resources, and develop strategies that enhance student success. Our goal is to be a valued member of the James Madison University campus community.

### **Course Materials/Supplies**

Course materials constitute a significant portion of bookstore sales. Therefore, it is imperative that we meet our commitment to provide the right book, at the right time, in the right quantity, and at the right price. Furthermore, we must provide access to all course materials including digital books, digital learning and assessment tools, custom products, coursepacks, and Open Educational Resources.

Through our suite of Academic Tools and Utilities, Follett has created a course materials ecosystem that facilitates the discovery, adoption, sourcing, selling, aggregation and accessibility of all course material content in a smooth and seamless manner through integration with the university systems. From affordability programs to HEOA compliance, Follett offers the most comprehensive course material solution in the industry. We believe our record of service validates our commitment to exceeding your expectations in this vital area and ensures faculty and students will receive the highest levels of service and support through a partnership with Follett.

To further support the academic mission and drive student success, the campus store must also stock supplies and additional materials for various curriculums such as biology, chemistry, accounting, digital

media and marine science. Follett's vast experience, coupled with our wide range of vendors, assures the University that whatever a curriculum requires; Follett is prepared to provide it in an easy and convenient manner and to the faculty's precise specifications.

While course materials are the core of our business, we believe that student reference books are just as important for fostering the educational mission and intellectual climate of the institutions we serve. Follett's knowledgeable trade book buyers interact with all publishers to build a student reference department that includes titles that complement your academic programs. With Follett's replenishment system, we evaluate customer buying trends to ensure that all of our stores are fully stocked with the most popular titles. We also have electronic access to every book currently in print, making it easy to secure book information by author, title, or ISBN. And, of course, it's all backed by Follett's dedication to customer service, which means individual customer special orders are fast and easy.

## General Merchandise

Follett's General Merchandise team is dedicated to supporting your academic mission and campus life by providing the products your customers want, at the right price, on a timely basis. The team is trained to recognize the individuality of each school, enabling them to offer a product assortment that's unique and tailored, yet extensive, so the JMU store can provide the general merchandise your students, faculty and other customers seek. Our team also works with campus store associates to make sure we include any popular locally made or locally used products.

Today, students and faculty alike rely on computer hardware and software for their research and course work. In addition, students require computer accessories and peripherals, such as printer cartridges, storage drives and cables, to support their technology. To earn the title "full-service," we must cater to these needs by providing a sophisticated computer products department. Follett is an authorized educational software retailer with relationships with major technology publishers and distributors. Your faculty, students and school departments will enjoy access to the latest software (at up to a 60% savings). Our educationally priced software is the full version, not abridged or edited in any way.

## Store Design

Renovating and refreshing your store requires creativity and vision – a job entrusted to our Follett In-Store Design Team. The team is dedicated to designing the ideal retail environment for JMU. We start by immersing ourselves in the JMU culture to inform our design team with what makes JMU, your institution. Then we infuse our vast experience to incorporate the best practices of retail engineering. The end product is an easy-to-navigate and intuitive shopping experience that inspires your students, faculty, parents, alumni, and fans to think of your space as not just a store, but a hub and a destination.

By delivering everything they want and need in a place they want to be, the JMU campus store imbues a sense of spirit and pride that enhances your image, attracts customers and increases sales.

## Technology

We are dedicated to developing flexible technologies that streamline the processes to enhance the campus experience – from enabling customers to seamlessly purchase and reference digital course materials within institutional learning management systems to browsing the latest technology and popular spirit apparel from the comfort of their homes or dorms.

Follett's breadth and scope of experience in managing and operating robust and dynamic campus store websites is unequalled in the industry. In fact, Follett's eFollett.com network of campus store websites has been ranked #57 on the Internet Retailer Top 500 Guide of Web Retailers. Leveraging the convenience of online shopping with the support of a local store operation, eFollett.com simplifies the online order

process to maximize student access to the right course materials, while driving online sales for each of our institutional partners.

Managing inventory and revenue efficiently leaves more time to focus on customers, grow your business and build a brand. Follett currently utilizes the Oracle point-of-sale (POS) system in all of our campus stores. This system serves as the backbone of our in-store shopping experience. It has allowed us to quickly execute the sale while streamlining the back-office inventory function.

Follett's Academic Tools and Utilities provide our campuses, faculty and students with a one-stop-shop for their academic technology needs, and we are the one partner that can provide all the solutions that enable student success. The suite of tools is specifically designed to support the academic mission of our partners by enabling student and faculty success. Our Academic Tools and Utilities cover the lifecycle of course materials from discovery and selection to delivery, access and management.

### **C19.b. Describe your company's management/operations plan for operation of the full-service website/mail order program.**

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Follett is higher education's largest campus retailer and a hub for school spirit and community, operating more than 1,100 local campus stores and 1,800 virtual stores across the continent. While other companies are talking about updating their ecommerce websites, Follett has recently invested fifty million dollars to provide our customers and your academic community with the most state-of-the-art retail JMU campus store web site available. Follett's eCommerce platform simplifies the online ordering process to maximize student access to campus-specific course materials while driving online sales for each partner. Follett's breadth of experience in managing and operating robust and dynamic campus store websites is unparalleled. By leveraging our hyper-local footprint on campus, we can pursue new delivery options like campus lockers or dorm delivery.

Follett's omnichannel vision merges "bricks and clicks" to deliver the products and services that our customers want, when and where they want them. Students can order their books online and have them shipped directly to their residence or pick them up in the campus store. And, unlike competitor programs, all revenues generated through your campus store website are credited back to your JMU Campus Store. So, the success of the online experience adds to your bottom line.

We are dedicated to developing flexible technologies that streamline the acquisition and access of materials for the entire campus community. We are simplifying processes to enhance the campus experience — from enabling customers to seamlessly purchase and reference digital course materials within institutional learning management systems to browsing the latest technology and popular spirit apparel — all from the comfort of their homes or dorms.

### **Online Ordering**

All student orders from the JMU Campus Store website flow directly into our Order Management System (OMS). OMS creates inventory transparency across our network, allowing us to fulfill orders anywhere, anytime and through any channel, regardless of order origin. Unlike other campus store operators who do not have visibility to their inventory nationwide, Follett's OMS connects all Follett stores and our 3 strategically located Distribution Centers located in DC/Maryland, Memphis, TN, and Jacksonville, Florida, uniting our fulfillment network while enhancing the eFollett.com shopping experience by minimizing out-of-stock scenarios and increasing assortment access for all Follett customers. This connection of store inventories provides us with additional capabilities, like adding direct-ship vendors to our assortments, further promoting our strategic vision of providing an "endless aisle" for our online channels.

**For complete details on Follett's campus store websites and online capabilities, please refer to page 99**

## D. Customer Service

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### **D7a. Describe in detail how your company will provide excellent customer service at the University Bookstore.**

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Follett is committed to delivering exceptional customer service — to all our constituencies. We partner with colleges and universities to understand campus goals and create unique and effective solutions. We enhance students' experience through the products and services offered in the campus store. We assist faculty during the course materials adoption process and offer expertise to drive down course material costs. We round off our customer service offering with tools that enable an enjoyable, hassle-free shopping experience, both in-store and online.



Ultimately, the road to superior customer service begins with assembling a team that takes pride in and celebrates delivering an excellent customer experience.

#### **Proactive Talent Acquisition**

Our Talent Acquisition team is committed to providing James Madison University and all our campus stores with highly qualified candidates and ensuring that optimal staffing levels are achieved. The team relies on a number of strategies to accomplish this, including:

- Creative and innovative sourcing techniques
- Networking
- Comprehensive management training program
- Internships
- Succession planning
- On-campus recruiting and job fairs
- Internal "Hot Jobs" eNewsletter
- Career development positions for students
- Team member referral program

Our purpose is to inspire and shape education by recruiting the best people to deliver quality products and services to educators, schools and libraries.

#### **Team Member Recognition**

To inspire customer service excellence, Follett formally recognizes team members who exemplify our Follett Values with a number of awards:

- The P.R. Litzsinger Awards are presented to store managers who demonstrate exemplary performance through operational excellence and customer service, while consistently exhibiting the Follett Values.

- The Follett Career Celebration Program recognizes and expresses appreciation for employee loyalty. Team members earn a service award at three years, five years and every five years thereafter.
- The Follett Values Recognition Program is designed to reinforce the Follett commitment to its core values by recognizing team members who make a difference with our customers by living the Follett Values. This program utilizes e-cards and quarterly nominations for “Living the Follett Values.”

Once we have our team assembled and trained, we focus on creating and delivering a hassle-free shopping experience for every customer.

### Shopping Ease and Convenience

Follett stores are designed to achieve a noticeably more convenient and positive shopping experience. We continually work to ensure that our stores are clean and bright, with well-presented merchandise that is accurately signed and priced, and placed where customers expect to find it.

We also ensure that we have personable, knowledgeable and available team members to readily assist. From the moment customers walk through the door till they complete their transaction, they receive friendly, efficient and accurate service — gaining an affinity that will bring them back. Follett’s long-term strategy focuses on enhancing customer relationships at all touch points. We continue to find ways to improve and expand to ensure our campus partners thrive.



**At Follett, we take a measurable approach to gleaning customer insights, enabling us to continuously learn and uphold our four tenets of hassle-free shopping: A clean and bright environment; merchandise in-stock, well presented, accurately signed and priced, where the customers expect to find it; knowledgeable and available team members; and a great checkout that’s fast, friendly, efficient and accurate.**

Jennifer Hatton  
Follett, Executive Vice President,  
Retail Operations & Course Materials



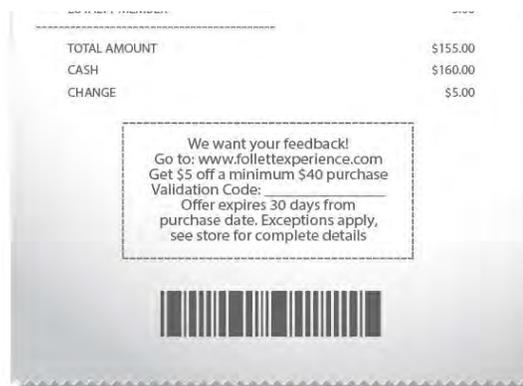
Additional information on customer service training and customer satisfaction follows in the next few sections and in our response to education and training programs.

**D7b. Describe the methods your company will use to obtain regular feedback from University Bookstore customers to ensure a high level of customer satisfaction.**

Follett is trusted partner. A key component to growing and improving our partnership is to actively ask for feedback from our valued stakeholders. We do this by surveying our campus contacts. We want communication to be the foundation of our relationship, maintaining an environment that encourages open discussion and collaboration.

**Campus Store Feedback**

Delivering a great customer experience is important to store success, and it requires unwavering discipline. We evaluate customer experiences every day through a partnership with a leading customer experience research company, Service Management Group (SMG). Our best-in-industry, campus store feedback program is centered on gathering customers' candid insight through questions specifically developed around retention. Survey invitations appear on receipt messages, inviting customers to participate.



Results from this program are made available in a dashboard format for store-by-store review. The feedback from the surveys is used to help recognize and celebrate strengths, and identify areas to improve.



**I like that I can give someone my list of books and they can find them quick and easy for me. I like that everyone seems knowledgeable and if they can't answer my question they will find someone who can!**

*Survey Responder*



**Campus Store Advisory Council**

Over the years, Follett campus stores have achieved the greatest customer satisfaction when an active Campus Store Advisory Council is created to provide guidance.

Follett will continue to partner with your JMU Campus Store Advisory Council, consisting of students, faculty and administration. This will allow us to better understand how to meet and exceed the specific expectations of your local campus community. The Council will serve as a committee to review and recommend store operating policies and provide guidance to both the campus store and the institution about store matters.



*Store Director, Mark Glenn, presents to the JMU Bookstore Advisory Council*



### Dedicated Account Team

Follett provides campus store partners with all the elements needed for success. This includes a dedicated account team that can manage any arising issue. Your team will consist of a Marketing Vice President, Kevin Renshaw based in Atlanta, Ga, a Group Vice President, Brent Smith based in North Carolina, a Regional Manager, John Rheault based in Bridgewater VA and a Store Director, Mark Glenn who are committed to understanding the specifics of your institution and can respond quickly. In addition to these key players, the JMU store team is supported by an Area Course Materials Specialist, ACCESS Program Specialist and a Regional Merchandiser.

### Strategic Partnership Review

There are many different options to purchase courseware, school apparel and other stocked items. To ensure the James Madison University Campus Store is competitive, Follett prepares and delivers a Strategic Partnership Review (SPR) at least twice a year highlighting:

- Course material affordability
- Campus store sales and trends, overall and by department
- Campus store events, such as book signings, sporting events and graduation fairs
- Industry trends and areas where Follett is positioned to support the campus
- System enhancements to drive student engagement
- System enhancements to support course material delivery for students and faculty
- Hassle-free shopping experience ratings
- New merchandise programs



Our Strategic Partnership Review will draw attention to things that you may or may not notice on routine visits. It also establishes an open, honest and ongoing dialogue where we can assess all information and progress together and make any necessary adjustments.

**D7c. Describe your company’s customer service training program for the University Bookstore staff.**

Customer intimacy and satisfaction are key to your growth. Follett has developed eXcel, a comprehensive customer service training program that helps team members effectively build customer ties. The key steps to eXcel include:

- 1. Engage the Customer** — Smile, make eye contact and find a connection.
- 2. Explore Customer Needs** — Ask questions, make eye contact and find a connection.
- 3. Collaborate to Find Solutions** — Develop product knowledge to share features and benefits, cover all the bases and make the most of your team.
- 4. Execute the Transaction** — Make a smooth transition to the sale, continue the connection and complete the transaction accurately.
- 5. Leave Them Smiling** — Ensure customer needs are met and any questions are answered. Invite customers to share their feedback and to return to the store.



**Follett believes in the voice of the customer – it pushes us to improve and grow.**

To ensure customer satisfaction and store growth, **all campus store team members must complete this training prior to working on the floor.** This ensures common core values and customer service practices, and a consistent and positive customer experience.

#### **D7d. Describe your refund policy for course materials, new textbooks, used textbooks, bundled packages, etc., and general merchandise.**

Follett campus stores focus on providing great customer service to increase sales. At Follett, we realize that great service needs to extend beyond the initial checkout because sometimes our customers need to return products for a variety of reasons. Follett's return policy is viewed as being very fair by customers. We accept returns in accordance with the following policies:

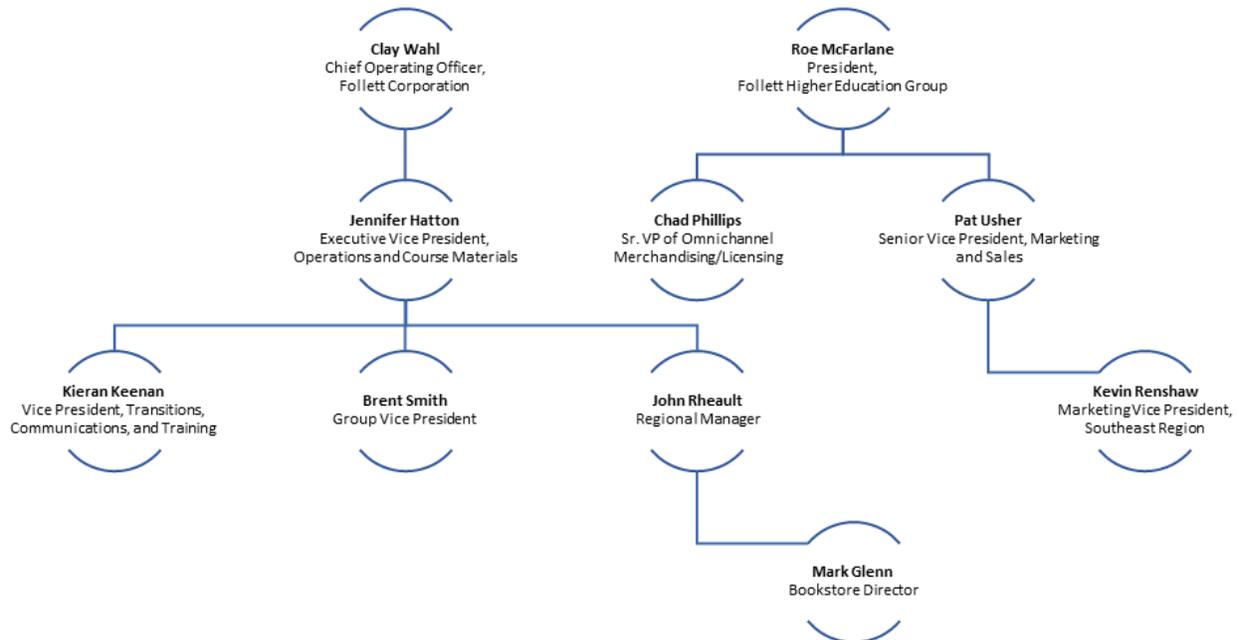
- Non-textbook items in resalable condition may be refunded or exchanged at any time with the original receipt.
- Textbooks in resalable condition may be refunded with a receipt within seven (7) calendar days from the start of classes or within two (2) days of purchase thereafter, including during the summer term.
- Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
- Computer software may be returned if it is unopened and shrink-wrapped.
- Upon proof of a drop/add, Follett will accept textbook returns from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.
- **Managers may lengthen refund time periods or allow exceptions to any of the above.**

#### **D7e. Describe your proposed hours of operation for the University Bookstore.**

Follett will set its business hours in accordance with the hours of the current operation. Follett will also embrace the JMU academic calendar and other special activities, such as athletic games, homecoming and Parents Weekends and campus lectures, and adjust its business hours to accommodate these events. Operating hours will be posted at the store's entrance.

## E. Staffing/Personnel

### E6a. Provide your company organization chart.



## Management Biographies

### Meet the Team That's Committed to the JMU Campus Store

The Follett Higher Education Group (FHEG) operates more than 1,100 on- and off-campus retail locations, and is the largest provider of eCommerce operations, academic technologies, marketing services, fulfillment and merchandising to 1,100 eCommerce websites offering multi-branded merchandise for all aspects of the student experience. Ranked #57 on the *Internet Retailer 500*, FHEG is a leader in online athletic and fan apparel, digital course materials and a wide array of customized/emblematic general merchandise.

**The following are brief biographies of Follett executives who will support the operation of the James Madison University Campus Store. This management team will draw on the talent and resources of experts in human resources, merchandising, campus relations, retail store design, operations, transitions, training and course materials.**

#### Roe J. McFarlane, President, Follett Higher Education Group



Roe is President of FHEG, leading retail marketing, sales, technology, general merchandise, ecommerce and digital marketing, academic tools and programs, campus B2B marketing and retail store marketing, store planning and design, our private label business and Follett On-Demand.

Roe has more than 17 years' experience in international business, product management and marketing. He has built teams delivering B2B and B2C digital products/software, executed international product launches and marketing campaigns, led user experience and design teams and managed acquisition

strategies for both public and private enterprises. Before joining Follett, Roe was Vice President of Product Innovation and Customer Experience at Redbox Automated Retail, Vice President of Product Management and Innovation at RR Donnelley and held roles in global product management at Corel Corporation.

*Roe holds a B.A. in political science and psychology from St. Francis Xavier University and an M.B.A. in international business and marketing from the University of New Brunswick.*



#### **Clay Wahl, Chief Operating Officer, Follett Corporation**

As Follett's COO, Clay has accountability for Enterprise Operations, which integrates the common support functions for all businesses, including corporate procurement, logistics, distribution and freight. Enterprise Operations also includes our K-12 and Baker & Taylor distribution centers, our Follett On-Demand operations, as well as inventory planning and management for FHEG and our K-12 division. Clay also leads FHEG store operations, course materials and publisher relations, customer service and technical support, and K-12 book fair operations.

Clay has nearly 30 years of retail operations experience and an outstanding track record in supply chain management, operations management, strategic design, and tactical execution of high-level initiatives. Prior to joining Follett, he was Senior Vice President and General Manager for Kmart Retail Operations with responsibility for approximately 1,177 stores and 108,000 field associates, generating annual revenues of approximately \$14 billion. His career also includes leadership roles at Sears Holding Corporation, Ford Motor Company, Detroit Diesel and Perceptron Inc.

*Clay holds a B.S. in engineering and an M.B.A. in supply chain management and finance, both from Michigan State University.*



#### **Jennifer Hatton, Executive Vice President of Operations & Course Materials Solutions**

Jennifer has over 20 years of higher education retail experience and is responsible for Campus Relations across 1,100+ college stores in the U.S. and Canada. In addition, she leads all Print and Digital Course Materials Strategy and Supply Chain, including all innovation and Publisher Relations. Jennifer is responsible for all Retail Operations, Inventory, Training and Development, Process Improvement, Store Transitions and Store Execution teams and projects.

Jennifer joined Follett in 1993 at the University of Georgia and has managed every level of retail operations – from department manager to Vice President of Operations. Her retail foundation and increasing scope allows her in-depth knowledge of Higher Ed Retail as well as visibility into the future of the industry.

*Jennifer holds an M.B.A. from the University of Miami and a B.S. from the University of Georgia.*



**Chad Phillips, Senior Vice President of Omnichannel Merchandising & Licensing**

Chad has over 25-years of experience as a thought leader in the sports licensed merchandise space with a strong background in sourcing, merchandising, marketing, eCommerce and trademark licensing. Most recently, Chad led the Retail Development team for the Collegiate Licensing Company (CLC), a division of Learfield IMG College. Chad joined the executive team at CLC following the merger of IMG College and Learfield. In this and other roles, Chad served over 800 colleges, 6,000 high schools and several specialty brands with a focus on transformative retail growth via data insights, eCommerce, digital and experiential marketing.

As SVP of Omnichannel Merchandising & Licensing, Chad combines the skills of an experienced merchant with digital entrepreneurship and will leverage Follett's \$50 million investment in headless eCommerce. His team also works in close collaboration with the marketing, planning and operations teams to deliver seamless shopping experiences for students, fans, faculty and alumni everywhere.

*Chad holds a B.A. in Communication from University of Illinois, Urbana-Champaign.*



**Patrick Usher, Senior Vice President of Sales & Store Planning**

Since joining Follett in 2009, Patrick has achieved excellent results leading our sales team through a rapidly changing market. Under his leadership, Follett continues to successfully engage new clients and renew contracts with valued and prestigious campus partners. In June 2012, Patrick assumed management of Follett Virtual Sales, broadening his role to include new business for career colleges in the virtual bookstore space. Prior to joining Follett, Patrick served as Sales Director at Sun Microsystems.

*Patrick holds a B.S. from Indiana State University and an M.B.A. in marketing and finance from Northwestern University's Kellogg School of Management.*



**Kieran Keenan, Vice President of Transitions, Retail Operations and Training**

Kieran joined Follett in 1981 as an Assistant Manager at Florida Community College in Jacksonville. She progressed through the ranks in retail operations, managing an impressive number of stores and regions until 1999, when she was promoted to Group Vice President. In 2012, Kieran became Vice President of Store Transitions. In addition to leading the Transitions group, Kieran oversees Follett's retail operations audit and safety and training teams.

*Kieran has a B.S. from Central Michigan University.*



### **Kevin Renshaw, Vice President of Marketing, Southern Region**

Based in Atlanta, GA, Kevin is responsible for client relationships with more than 200 higher education partners in the southeast. He began his college retail career as a temporary cashier with Follett and has held a variety of Regional, Store Manager and Director positions in two-year, four year, public, private and Ivy League universities. Kevin was a Territory Manager for Gateway Country Stores and also served as a public affairs/broadcast journalist in the United States Air Force.

*Kevin has a B.A. in Fine Arts, Theater Performance from Indiana University of Pennsylvania, an A.A.S. in Public Affairs from the Community College of the Air Force, and an M.B.A. from Montclair State University.*



### **Brent Smith, Group Vice President of Sales & Operations**

Brent started his career in retail management as an Area Manager with a major bog-box discount retailer in Utah in 1988. Brent entered the Higher Education campus store Industry in 1998 as a Regional Manager for Wallace's Bookstores joining, Follett in June of 2001 as a Regional Manager. Brent led campus store teams in Arizona, Colorado, Idaho, North Dakota, New Mexico and Utah territories and managed Follett's largest campus transition at Arizona State University. As Group Vice President since 2003, Brent is responsible for Follett's Eastern Shore State customers overseeing 9 Regional Managers and more than 200 accounts between South Carolina and Connecticut.

*Brent holds a degree in Business from Western International University.*



### **John Rheault, Regional Manager & Director, Virtual & Hybrid Operations**

John began his Follett management career in 1989. For 20 years, John managed several Follett bookstores, including: Southern New Hampshire University Bookstore, Salem State College Bookstore and **James Madison University Bookstore**. John was promoted to regional manager in 2009, overseeing bookstore operations in the Shenandoah Valley of Virginia, West Virginia and Ohio. **He resides in Bridgewater, Virginia**, fifteen minutes away from the JMU campus. In 2018, John was promoted to Director of Virtual & Hybrid Operations and will focus on partnering with campus teams to drive adoption and manage course material investment and fulfillment.

*He holds a B.S. Degree in Business Administration from Southern New Hampshire University.*



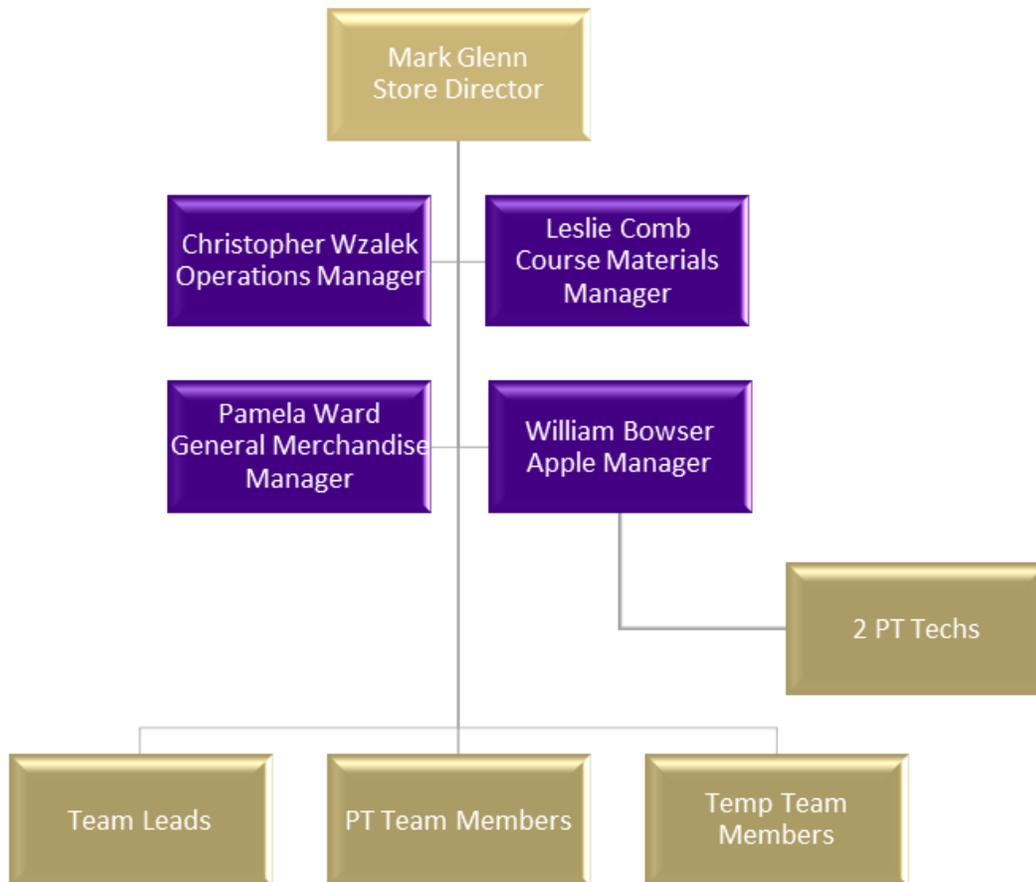
### **Mark Glenn, Store Director**

Mark began his career with Follett in 1999. He was the assistant manager at the JMU Bookstore until being promoted to Store Director in 2009. Mark has been in retail management for 35 years and has been working on JMU's campus since 1996. Prior to joining Follett, he managed the convenience store at JMU's University Recreation Center and JMU's Festival Bookstore. A lifelong resident of the Shenandoah Valley, Mark currently resides in Mount Sidney.

**E6b. Provide your proposed organization chart, staffing plan, and reporting structure for the University Bookstore.**

Our recommended staffing guidelines provide for an organizational structure that will deliver high service and efficiency standards. Below is the current staffing in keeping with those guidelines.

Follett operates 1,100 truly unique bookstores and, as with all bookstore operations, some modification of this plan may occur due to the unique needs of each campus.



**E6c. State your company’s commitment to provide an opportunity for existing employees of the current University Bookstore. Describe the proposed transition plan for these employees.**

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As your current campus store provider, the existing employees are all Follett employees and important to the success of the campus store. In addition to the current staff, Follett takes great pride in hiring student employees as well as helping them in their own development and career aspirations. In fact, many employees who began their employment with Follett as students remain today as full-time employees with increased responsibility. Follett will gladly hire students at JMU. As current partners with James Madison University, there is no required transition to take on student employees.

**E6d. Describe your company’s:**

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***i. Personnel policies***

Follett’s complete personnel policies are too voluminous to include as a part of this proposal; however, an overview of the human resources policy areas are outlined below:

**Communication**

Associate News  
Friday Email  
Internal Communications  
Policy and Procedure Update Process  
Standards Manual and Communications Guide  
The Quad

**General**

Bulletin Boards  
Confidential Information  
Email Accounts  
Employment Verification  
Harassment  
Holiday  
Internal Job Posting  
Jury Duty  
Litigation Participation Policy  
Corrective Action  
No Solicitation  
Dress Code  
Payment of Final Wages  
Payroll Advance Policy  
Drug-Free Workplace  
Safety Awareness  
Serious Diseases  
Service Awards  
Smoke and Tobacco-Free Workplace  
Time off to Vote  
Tuition Reimbursement  
Violence-Free Workplace  
Temporary Contractor Hiring

**Employee Relations**

Associate Access to Personnel Files  
Associate Termination Policy  
Attendance Policy  
Attendance Records  
Benefit Enrollment  
Bereavement Leave  
Code of Conduct  
Compensatory Time Off  
Disability Accommodation  
Equal Employment Opportunity  
Flower and Gift Policy  
Handling Associate Complaints  
Meal and Rest Period  
Nepotism  
Probationary Period  
Retirement Gifts and Recognition Activities  
Salary Administration  
Sick Pay  
Technology and Communications  
Temporary Transitional Duty  
Timekeeping Policy  
Vacation Policy  
Unemployment Claims

**Recruitment**

Background Check  
Employee Referral Program

## Standards of Conduct

All Follett associates are expected to follow and comply with the Follett Corporation Code of Conduct.

The Follett Corporation has been in business for over 130 years. It has worked hard to establish a reputation for integrity and fairness with customers, suppliers, employees, shareholders, communities and government entities.

Directors, officers and employees of Follett Corporation and its divisions and subsidiaries must always conduct themselves so as to maintain this reputation.

This Code of Conduct provides standards for business dealings. It is meant to provide guidance on the policies which are part of the Follett business philosophy. Individual Follett Divisions may adopt more restrictive rules of conduct according to the needs and customs of their respective markets and industries.

No Code can cover every possible circumstance. Follett directors, officers, and employees are expected to live up to high moral and ethical standards, even if the specific situation is not covered in the Code. No one is encouraged or authorized to act in any way that would be immoral, unethical, or illegal. No one is encouraged or authorized to seek short-term business advantage at the expense of long-term right conduct.

Failure to live up to the high Follett standards of ethical, moral, and legal conduct can result in termination. Integrity and good character are very important.

The Board of Directors has approved this Code of Conduct and has directed that it be administered uniformly and vigorously throughout all parts of the Corporation. Top management has been directed to give continuing attention, including periodic audits to Code adherence.

### *ii. Hiring policies. Include your company's required qualifications for the Manager at the University Bookstore.*

Follett's human resources team brings industry-leading talent acquisition, benefits, learning and development together in a career-enhancing package for your store. We work hard to maintain the top-notch talent with cutting-edge skills who can contribute to the store and customers at the highest level.





I started in the college bookstore industry at the Stanford University Bookstore in 1995 as a full-time sales team member while in graduate school. Four years into my bookstore career, Follett transitioned the Stanford University Bookstore, and I was welcomed into a new company that has **opened so many doors for me**. Working for Follett as a result of that transition has given me **endless opportunities for growth and development**, and it's led to what I believe to be a truly **wonderful career**.

Stacy Zapko  
Follett, Group Vice President,  
Store Operations



### Comprehensive Training Programs

Our national training program is designed to not only promote effectiveness, but also to identify qualified team members and help them advance in their career at Follett. We are especially proud of our proven track record for promoting from within by posting all job openings internally.

Follett has a management training program for internal candidates as well as for new college graduates who are aspiring to become store managers. Follett takes great pride in hiring student team members and helping them in their professional development. In fact, many team members who began their employment with Follett as students remain today as full-time team members with higher levels of responsibility.

### Ongoing Education Program

Follett team members are eligible to receive tuition reimbursement for job-related courses and/or degrees that are relevant to advancing their careers with Follett.

### Diversity

We recognize that promoting, managing and valuing diversity in our workforce are essential to our continued success. A diverse workforce is a resource rich in ideas and best able to respond to an increasingly diverse customer base. We proudly conduct ongoing diversity training annually for our team members.

### Equal Opportunity Employer

Follett does not discriminate based on sex, race, national origin, religion, color, sexual orientation, gender identity, veteran status, disabled veteran status, age or disability protected under the Americans with Disabilities Act (ADA). Follett is an equal opportunity employer.

### Background Checks

Follett may conduct a pre-employment background check, as well as screening required by the school and/or state in which the store is located.

**Follett takes great pride in hiring student team members and helping them in their professional development.**

### Store Manager Job Description

Responsible for managing all functions of a college bookstore including budgets and financial goals, service levels, policy administration, employment, supervision and development of store staff, maintenance of sales and inventory records and related matters. Coordinates sales promotions, special events, book signings, and directs employees preparing merchandise displays, store layout, and advertising copy. Oversees and approves the ordering of books and merchandise. Ensures compliance with company policies and procedures related to Store security, the staff and merchandise. Interfaces with students, faculty, staff, and school administrators ensuring good campus relations, and resolves complaints and escalated issues in a timely and satisfactory manner.

- 1) Manages and supervises store personnel including interviewing, hiring, terminations, training, performance and salary reviews. When necessary, handles disciplinary issues and writes corrective action plans.
- 2) Prepares and implements detail plans for each department for employee schedules and hours, budgets, floor plans, and Rush. Reviews work schedule and ensures adequate store coverage.
- 3) Provides input on budget estimates for the year. Analyzes store financials to determine store and department performance and adjusts unfavorable categories. Approves and analyzes store markups, markdowns and write-offs to ensure they are within company guidelines.
- 4) Interfaces with customers, faculty, staff, administrators, vendors, and Home Office staff to exchange information. Provides outstanding customer service to a diverse customer base including faculty, students and staff. Answers routine inquiries and handles escalated complaints. May occasionally entertain campus contact or other influential campus personnel.
- 5) Interfaces with campus police regarding store security, employees, customers or store assets. Ensures the safety of company funds, assets, personnel, customers and property and adherence of policies.
- 6) Partners with course materials manager to oversee operations including enrollment figures, past history, inventory levels and current adoptions to determine the appropriate quantities of course material to buy during buyback and new course materials to order. Plans for and actively promotes buyback.
- 7) Seeks input from Regional Manager in developing saleable inventory plans with the store staff to maintain proper levels to meet customer demand. Plans for special sales and promotions. Schedules regular appointments to meet with school representatives or other personnel. Manages the visual presentations to create an exciting shopping environment for customers.
- 8) Composes letters, memos, reports, as needed. Issues store directives regarding store hours, store security and policies and procedures. Prepares invoices, chargebacks, store stock shipments and other back office functions.
- 9) May work on renovation projects, store reorganizations, new store openings, and store closings. May respond to managerial or Home Office requests for special reports, information, or for help on special projects.
- 10) Performs other duties as assigned.

#### **Educational Requirements:**

Bachelor's Degree

#### **Related Experience:**

1 to 5 years of retail management or strong customer service experience, depending on level of store volume

### *iii. Compensation program, including incentive programs, etc.*

Follett delivers a competitive wage to all its team members. We believe a team member's performance should be the primary driver of wage increases. To that end, our compensation processes promote a fair and accurate review of wages for all team members, including compliance with federal, state and local wage laws. This process has been streamlined through our human resources management system, "myHR." This tool provides managers with online access to team members' compensation and profiles.

### *iv. Benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)*

Follett offers one of the finest benefits packages in the educational services industry. Our benefits package includes:

- Choice in major medical/dental coverage
- Prescription drug coverage, discounts and mail order program
- Vision coverage
- Life insurance
- Short-term/long-term disability insurance
- Group critical illness and group accident insurance
- Accidental death insurance
- Dependent life insurance
- Profit sharing/retirement savings
- 401(k) plan with significant corporate contribution and immediate vesting
- Flexible spending accounts
- Paid time off for eligible, full-time team members
- Pet insurance
- Tuition reimbursement
- Matching gifts
- Pre-tax transportation accounts
- Adoption financial assistance
- Follett Worklife Solutions (Employee Assistance Program)
- Follett Educational Foundation scholarships
- Volunteer Service Days for eligible team members
- Follett Team Member Foundation (financial assistance to team members following natural disasters or unavoidable life changing events)
- Team member discounts
- Service awards

### *v. Commitment to hire student employees*

As your current campus store provider, the existing employees are all Follett employees and important to the success of the campus store. In addition to the current staff, Follett takes great pride in hiring student employees as well as helping them in their own development and career aspirations. Many employees who began their employment with Follett as students remain today as full-time employees with increased responsibility. In fact, the JMU Management Team is proud to claim two **James Madison University Alumni – Christopher Wszalek, Operations Manager and our online processing Team Lead, Scott Trella**. Follett will gladly hire students at JMU. As current partners with James Madison University, there is no required transition to take on student employees.



## E6e. Describe your company's educational and training programs.

Follett takes staff development seriously, understanding that dedicated and educated team members will perform at a higher level, can be promoted and tend to stay with the company. Our comprehensive learning and development programs have been key to our continued success. Each year, we spend more than \$3.4 million to train our team members and managers. Our goal is to assist store managers and associates in developing an understanding of common customer questions, how to support faculty, and store operations and key processes, as well as prepare them to deliver exceptional customer service. Our training program includes:



In-store/self-paced training modules (includes workbooks, quick reference guides, videos, live and recorded webinars, tutorials and online learning)



New manager and text manager class taught at Home Office



Course materials management class taught at Home Office



Live web conferencing training sessions



Conferences and meetings



Experienced Follett store manager assigned to each new store manager to serve as a mentor and resource to assist and support during training



Role-based training plan for each associate



On-the-job training

Across our entire organization, team members are trained in their individual roles, and as part of a team, to ensure consistent, exceptional customer service. Team members are cross-trained to create experts in retail responsibilities and to build on their individual knowledge and experience.

We leverage our LMS to create a training transcript to track history and continually develop learning plans for every step in a team member's career at Follett. Learning programs consist of supporting resources and exams to ensure consistent and predictable outcomes, track learning completion and confirm understanding.

Whether we are hiring new team members, transitioning existing team members or promoting current team members, our learning and development program has been designed to explore and expand on "core business" topics and units and prepare our team to drive success.

### **Team Member Training**

When a new full-/part-time team member joins Follett, he/she is enrolled in Orientation and a Customer Service Certification program. The store manager also assigns team member training that correlates with his/her role. The program builds from basic to advanced topics to support new team members in learning their job responsibilities based on areas of the store.



### **Team Member Training – Management**

New managers are enrolled in the Team Member Training – Management program that starts with a virtual welcome session outlining the training plan. Training includes a variety of topics that cover the skills and knowledge required to operate and manage the campus store as well as build relationships on campus. The programs apply a blended learning approach and utilize various methods to deliver content, including training guides, tutorials, simulations and hands-on activities. This allows the team member and manager to experience real-life scenarios and on-the-job training to develop their knowledge and skills.

### **New Manager Class**

The store manager is the face of Follett on your campus. All new managers attend a virtual New Manager Class after they complete the Team Member Training – Management units. New managers and course materials managers also attend the virtual Course Materials Management class. These virtual classes build on the ideas and concepts taught in the training program and allow participants to interact with various home-office, subject-matter experts as well as new store managers.

### **Continuing Training Opportunities**

The key to advancement is a strong foundation of skills, knowledge and experience, plus access to the right tools. Training modules focus on competencies in business acumen, job responsibilities, soft skills, coaching, and technologies, as well as specific job-related subjects. Programs are flexible in developing new team members as well as existing staff.

### **Student Team Members / High Performers**

Follett recognizes that motivated student store team members provide a future talent pool. As students reach graduation, they can apply for placement in the Manager-in-Training (MIT) program, where we monitor their progress and evaluate their leadership ability. The program is a 16-week “boot camp” that encompasses virtual training, including webinars and field study, supported by coaches. MIT participants also receive “pop up” homework assignments and special tasks modeled after real-world situations, so that they can grow with the ever-evolving campus store environment. They also travel with regional managers to learn more difficult responsibilities, such as loss prevention.

### **Training Store Managers — Ongoing Communication**

Due to the fast pace of the campus store, our store managers need a constant stream of information and training to keep pace with the demands. To supplement our training, we have identified a

talented group of managers, called Training Store Managers (TSMs), who excel at their store operation. They attend bi-weekly strategy sessions to discuss updates and learn about upcoming policy and procedural improvements. TSMs often pilot new processes and provide feedback to support implementation and training resources. TSMs support our home-office trainers with insight needed to run a campus store and provide managers with access to a regional mentor and advisor.

### **Supporting Experts**

In addition to TSMs, Follett also has designated accounts receivable (A/R) experts who are adept in financial aid processing. These team members can support managers with A/R issues in their store.

**E6f. Describe your company’s corporate support services and regional management support.**

Each Follett store is supported with an extensive array of corporate support services. An overview of these services and programs are outlined below.

<p><b>Retail Operations</b></p> <ul style="list-style-type: none"> <li>• Field Focus</li> <li>• Calendars</li> <li>• Ops Communication</li> <li>• Store Information</li> <li>• Sales Marketing</li> <li>• Emergency Information</li> </ul>
<p><b>Supply Chain – Course Materials and Wholesale</b></p> <ul style="list-style-type: none"> <li>• Academic Tools and Utilities</li> <li>• Central Inventory Management</li> <li>• Course Materials Analysts</li> <li>• New and Used Course Materials</li> <li>• Digital</li> <li>• Publisher Product Knowledge Center</li> <li>• Text Rental Information Center</li> <li>• Course Tracks</li> </ul>
<p><b>Ecommerce</b></p> <ul style="list-style-type: none"> <li>• Academic Tools and Utilities</li> <li>• GM Ecommerce</li> </ul>
<p><b>General Merchandise</b></p> <ul style="list-style-type: none"> <li>• General Books and Non-Emblematic</li> <li>• Supplies</li> <li>• Apparel and Gifts</li> <li>• Convenience Merchandise &amp; Graduation</li> <li>• Technology (Computer Products)</li> <li>• Visual Merchandise</li> </ul>
<p><b>Shared Services</b></p> <ul style="list-style-type: none"> <li>• Administration</li> <li>• Finance</li> <li>• Human Resources</li> <li>• Technology</li> <li>• Learning and Development</li> </ul>
<p><b>Consumer Retail Marketing</b></p> <ul style="list-style-type: none"> <li>• Buyback Marketing</li> <li>• Business-to-Business Marketing Suite</li> <li>• Email, Social and Mobile Channel Marketing</li> <li>• Ecommerce</li> <li>• Faculty Marketing</li> <li>• Consumer Marketing Communications</li> <li>• Integrated Marketing Template</li> <li>• Promotions Moving Forward</li> <li>• 12-month National Marketing Calendar</li> </ul>

## F. Textbooks/Course Materials

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**F9a. Describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market/promote textbooks to students.**

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Since our founding more than 145 years ago, Follett has been helping faculty discover learning materials for adoption and students discover the most effective and efficient content formats for their learning styles. We are dedicated to providing all students access to the material needed to be successful in their academic pursuits — on or before the first day of class. As an industry leader, we know that well-prepared students are more successful and more likely to stay in school. We align our programs and services with the goals of your institution, faculty and students to deliver the greatest value.



### Getting an Edge in Today's Market

The learning materials landscape for higher education is more complex and dynamic than ever. Follett stands out with solutions to answer next-generation expectations. As part of the largest reseller of educational content in North America, Follett Higher Education Group (FHEG) collaborates with you to support your mission, delivering required and recommended course content adopted at your direction. We act as your agent and aggregator in working with the sources you choose. Whether it is publisher materials, Open Educational Resources (OERs), YouTube, TedTalk or other open content, Follett ensures that your faculty have the choices they need, in the optimal formats and affordable price points for your students and their families.

The three course material paths:

National Course Materials		
Follett Access Course Materials for All	Traditional Model Individual Purchase	Innovative Content Technology
<ul style="list-style-type: none"> <li>• Deliver all course materials as part of tuition or course charges</li> <li>• Prepared for the first day of class</li> <li>• Reduced stress</li> <li>• Levels playing field for all</li> <li>• Savings up to 30%</li> </ul>	<ul style="list-style-type: none"> <li>• 6,000+ publishers</li> <li>• Course materials choice from all publishers</li> <li>• Proving all formats that students need or prefer</li> <li>• Integration with campus systems</li> <li>• Providing cost-savings opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• Exploration and distribution of digital content, including OER</li> <li>• Follett Discover comprehensive tools set</li> <li>• Hassle-free access for instructors and students</li> <li>• CourseTracks proprietary merchandise management software and built in adoption functionality</li> </ul>

### Powerful Course Material Solutions

Supporting Student Achievement and Institutional Success



## Comprehensive Materials

As the demand for educational technology evolves, so does the expectation for enhanced learning solutions and best-in-class support. Our comprehensive suite of products, services and solutions provides the depth to meet your needs, and we continually enrich our programs to keep you on the cutting edge.

- We work with 6,000+ publishers and educational services providers, giving you access to hundreds of thousands of course material titles in all formats.
- We maintain course material choice by providing content from all publishers.
- We respond to the marketplace by providing all formats (new, used, rental, digital) that students need or prefer.
- We integrate with campus systems (student information system [SIS] /learning management system [LMS]) to streamline processes and offer one-stop access for students.
- We provide students with cost-saving opportunities through a variety of programs.

## Solutions for Every Learning Style

Student learning styles are diverse and unique. At Follett, we recognize the challenge this may represent for your institution. Through our partnerships with more than 6,000 publishers and educational services providers, we have access to hundreds of thousands of learning material titles and supplies. We also work around students' varying learning styles and preferences. While the current marketplace focuses on digital content, many students have a more "tactile" learning style and prefer print. Follett helps you provide whichever resources fit students best. We are dedicated to helping your institution, faculty and students realize their goals, and we are responsive to the diverse range of needs.

## Material Affordability

Affordability and access are consistently among the highest concerns for students when purchasing course materials. With Follett as your partner, you are part of the largest network of collegiate store management professionals in America. With 1,100 store locations and 1,800 online stores, Follett maintains the largest library of used and rentable printed books, and delivers more eBooks, passcodes and digital access points than any other provider. Leveraging these assets, we make the cost of learning materials easier to bear, so students can focus on their studies.

Traditional learning materials remain essential to the campus store experience. Used books, rentable books and print materials buyback will remain an important part of these services.

**F9b. Describe in detail the textbook/course materials services and programs that your company will provide to JMU faculty and students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).**

Follett works closely with your faculty to secure accurate and timely adoptions, ensuring that the course materials they need are in stock at course startup and throughout the academic term.

When textbook adoptions are provided early, the campus store has more time to source more options (new, used, paperback, digital, rental, previous adoptions, etc.), providing for more affordable course materials for your students. We have established the following target dates for collecting adoptions:



**Fall Term: Mid-April**

**Spring Term: Mid-October**

**Summer Term: Mid-March**

Follett provides various tools and resources, including a Strategic Program Review, which is a professionally designed presentation for faculty that addresses key course material issues and decision criteria. It supports our partnership with faculty in achieving a higher standard of service. It also highlights our abilities to reduce the cost of higher education course materials for students. In addition, our store staff is committed to providing answers and information to support the decision-making process. We encourage faculty participation in a campus store advisory committee to better understand their needs and desires.

Follett store teams coordinate adoptions with faculty and campus staff/admins through email campaigns, in person and hosting adoption collection events on campus. Sharing booklists and historical adoption information as well as communicating details on updated editions, format types and digital or rental options. Faculty can also submit adoptions and research adoption options through Follett's suite of Discover tools which displays book options by genre, compares price points to keep student cost in mind, includes Open Educational Resource options and provides faculty suggestions for ancillary materials, etc. as well.

At Follett, we continually communicate with your faculty on the status of the course materials they have adopted. We also process and submit purchase orders directly to publishers electronically and manually, so we know within 24 hours if titles are available. This allows us to communicate book availability to faculty members in a timely manner.

We can also fill last-minute orders and reorders. Using our CourseTracks™ system, we can locate and ship textbooks from any Follett campus store within 24 to 48 hours. We use next-day air delivery to ensure that textbooks arrive promptly.

**Follett Discover Adopt**



Follett Discover Adopt is our next-generation tool for faculty to use to review and select course materials. Follett Discover Adopt makes it easy for instructors to find the right content by providing recommendations to evaluate and adopt. Using the University's existing workflows and learning management system, instructors receive personalized information for the courses they teach. After selecting their desired materials, instructors can seamlessly send adoptions to the campus store.

Follett Discover Adopt is single sign-on, which means that faculty and students log in to their campus Learning Management System and are seamlessly launched into Follett Discover. There is no need for a username or password.

Follett Discover is directly integrated with your campus's SIS (Student Information System) for real time updates on active courses and sections. Your campus may add or cancel sections leading up to the first day of class. Follett Discover always reflects the active courses and sections and will not show cancelled sections

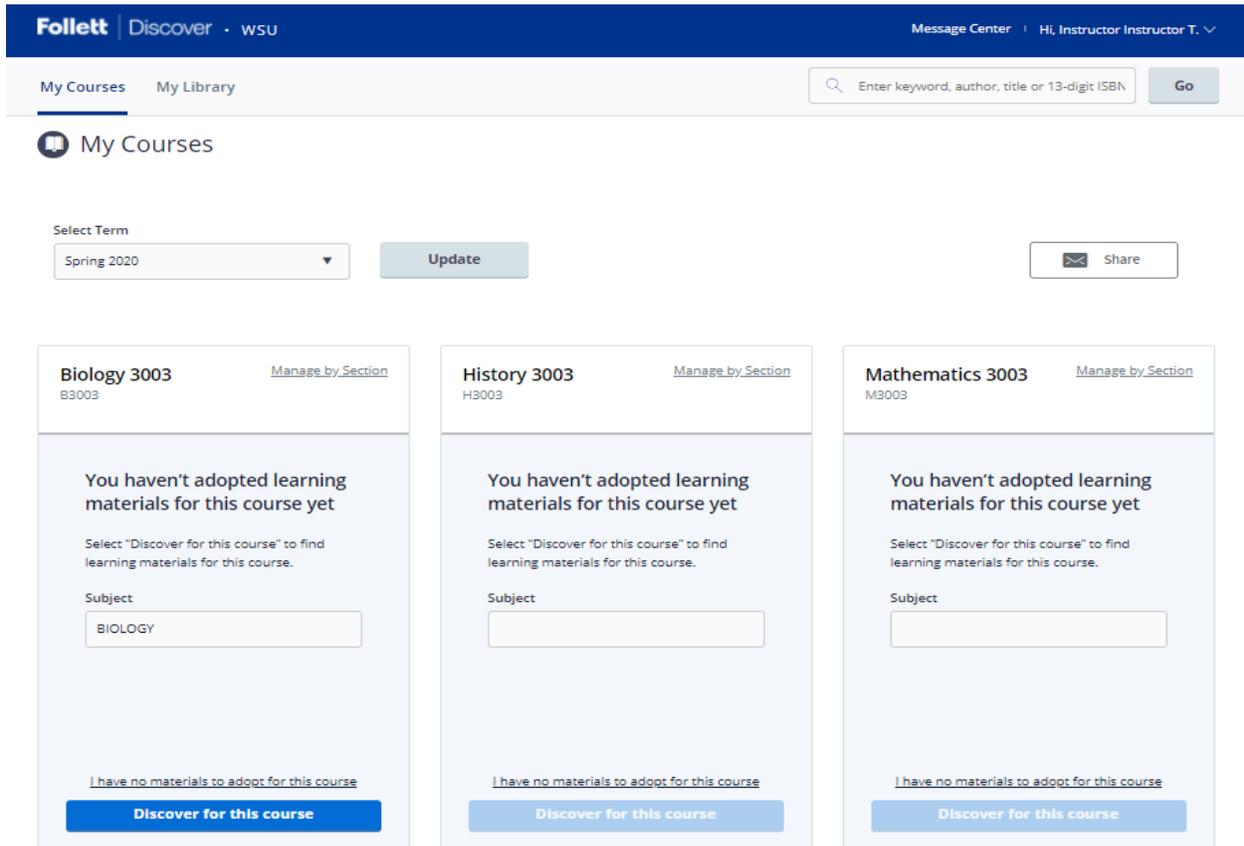
### Faculty Key Benefits

- Search, view recommendations and adopt traditional and nontraditional materials, including YouTube videos, open educational resources (OER) and massive open online course (MOOC) content
- Easily view related course materials, including what other faculty members are using
- Immediately readopt previously used materials
- Read and respond to peer reviews
- Create custom content for students through XanEdu's course pack tool
- Build a personalized collection of reference materials

Concierge and Department Administrator roles are optional and are available to customize the Follett Discover adoption process to meet your campus' needs.

- The Concierge user role is a user who will be submitting adoptions on behalf of faculty members. They are set up by the store manager and assigned a department (or multiple departments) that they will need access to modify adoptions.
- The Department Administrator role is a user who wants to put permissions in place to require approvals for adoptions submitted. This user doesn't submit adoptions, but instead approves or rejects adoptions submitted by faculty and Concierge users before the adoption is submitted to CourseTracks.

The following pages offer a few screen shots demonstrating just how easy and intuitive the single sign-on through LMS Adopt process can be:



The screenshot displays the 'My Courses' page in the LMS Adopt system. At the top, there is a navigation bar with 'Follett Discover · wsu' on the left and 'Message Center | Hi, Instructor Instructor T. v' on the right. Below the navigation bar, there are tabs for 'My Courses' and 'My Library', and a search bar with the placeholder text 'Enter keyword, author, title or 13-digit ISBN' and a 'Go' button. The main content area is titled 'My Courses' and features a 'Select Term' dropdown menu set to 'Spring 2020', an 'Update' button, and a 'Share' button. Three course cards are displayed in a row:

- Biology 3003** (B3003): Includes a 'Manage by Section' link, a message 'You haven't adopted learning materials for this course yet', instructions to select 'Discover for this course', a 'Subject' input field containing 'BIOLOGY', a link 'I have no materials to adopt for this course', and a blue 'Discover for this course' button.
- History 3003** (H3003): Includes a 'Manage by Section' link, a message 'You haven't adopted learning materials for this course yet', instructions to select 'Discover for this course', a 'Subject' input field, a link 'I have no materials to adopt for this course', and a blue 'Discover for this course' button.
- Mathematics 3003** (M3003): Includes a 'Manage by Section' link, a message 'You haven't adopted learning materials for this course yet', instructions to select 'Discover for this course', a 'Subject' input field, a link 'I have no materials to adopt for this course', and a blue 'Discover for this course' button.

My Courses My Library

Enter keyword, author, title or 13-digit ISBN Go

My Courses / Discover Results

### Discover Results

## Biology 3003

Spring 2020  
B3003

Subject: BIOLOGY

Publisher Materials Supplies OER

Showing 1 - 6 of 100 Results

Filter v

Search your results by Keyword, Title, or ISBN Refine

Sort By Relevance v

<p><b>Concepts in Biology (w/out Access Code)</b> ISBN: 9780073403465</p>  <p>14 Edition Author(s): Eldon D. Enger Publisher: McGraw Hill Starting Price: \$112.88 ★★★★★ RENTAL PRE APPROVED</p>	<p><b>Needs Assessment</b> ISBN: 9781412975841</p>  <p>Author(s): David Devraj Alachault Publisher: Sage Publications, Incorporated Starting Price: \$32.90 ★★★★★ BRYTEWAVE PRE APPROVED</p>	<p><b>Biology: ALC w/Mastering Biology</b> ISBN: 9780321787347</p>  <p>4 Edition Author(s): Colleen Bell Publisher: Benjamin Cummings Publishing Starting Price: \$97.50 ★★★★★</p>
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Publisher Materials Supplies **OER**

Filter ▾

Showing 1 - 6 of 193 Results

Search your results by Keyword, Title **Refine**

Sort By

Relevance ▾

**What Does Synthetic Biology Have to Do with Biology ?**  
ID: OER:http\_\_dx\_doi\_org\_10\_1017\_517458552...



Publisher: Nature.com  
★★★★★

OER

[View Details](#)

**The Commodification of Emergence: Systems Biology,**  
ID: OER:http\_\_dx\_doi\_org\_10\_1017\_517458552...



Publisher: Nature.com  
★★★★★

OER

[View Details](#)

**Plant Biology**  
ID: ML:77831



Author(s): Dr. Angela Cairns  
Publisher: Merlot  
★★★★★

OER

[View Details](#)

**Human Biology**  
ID: ML:1378997



Author(s): Samantha Fowler, et al.  
Publisher: Merlot  
★★★★★

OER

[View Details](#)

**Quantitative Biology Workshop**  
ID: OER:24b8b280-6d43-48c0-be39-41b58e125...



Publisher: edx.com  
★★★★★

OER

[View Details](#)

**Biology Reference Sheets**  
ID: ML:1195482



Author(s): National Nanotechnology  
Publisher: Merlot  
★★★★★

OER

[View Details](#)

My Courses My Library

Enter keyword, author, title or 13-digit ISBN Go

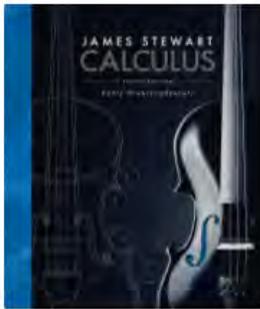
My Courses Discover Course Materials Course Material Details

### Course Material Details

## Mathematics 3003

ME3003

Subject: MATHEMATICS



### Calculus: Early Transcendentals

8 Edition, 2015 book

Format: Hardcover  
Author(s): James Stewart  
Publisher: Cengage Learning

ISBN-13: 9781285741550  
DIGITAL ISBN-13: 9781305482463  
ISBN-10: 1285741552

Description: Success in your calculus course starts here! James Stewart's CALCULUS: EARLY TRANSCENDENTALS texts are world-wide best-sellers for a reason: they are clear, accurate, and filled with relevant, real-world examples. With CALCULUS: EARLY TRANSCENDENTALS, Eighth Edition, Stewart conveys not only the utility of calculus to help you develop technical competence, but also gives you an appreciation for the intrinsic beauty of the subject. His patient examples and built-in learning aids will help you build your mathematical confidence and achieve your goals in the course.



BRYTEWAVE  
PRE APPROVED

View BryteWave version

View Table of Contents

Select material usage:

Required

Adopt

Add to My Library

Manage Adoption for Multiple Courses

Related Items from the Publisher(9)

✔ Your Request to adopt Calculus: Early Transcendentals was successfully submitted. The status of your adopted materials will be displayed on this page.

### Adopted Course Materials

[Manage by Section](#)

#### Mathematics 3003

Spring 2020  
M3003

Subject: MATHEMATICS [\(Edit\)](#)

Pending

#### Calculus: Early Transcendentals

ISBN: 9781285741550  
Required



8 Edition  
Author(s): James Stewart  
Publisher: Cengage Learning  
BRYTEWAVE  
PRE APPROVED

HARDCOVER

[View Details](#)

### ADOPT Reporting & User Dashboard

**VIEW ADOPTION ACTIVITY BY TERM**

- Progress Made
- Days Left Until Due Date

**COMPARE ADOPTION PROGRESS OF THE TERM COMPARED TO LAST YEAR'S LIKE TERM**

**Follett**

**VIEW ADOPTION PROGRESS BY CAMPUS, DEPARTMENT, & COURSE**

**CREATE QUICK REPORTS FOR EASY ONE-CLICK ACCESS AND REVIEW OF PROGRESS MADE**

**Follett**

DEPARTMENT	COMPLIANCE
ACCT	100%
BIOC	94%
MISG	100%
NURS	82%

COURSE	COMPLIANCE
DOBBS FERRY CAMPUS BOOKSTORE CHIC	90%
DOBBS FERRY CAMPUS BOOKSTORE ITAL 307	100%
DOBBS FERRY CAMPUS BOOKSTORE PHAS 618	100%

CAMPUS NAME	COURSE NAME	DEPARTMENT	COURSE #	SECTION	INSTRUCTOR	COMPLETE	ACTIONS
DOBBS FERRY CAMPUS	ITAL IN Financial Accounting	ACCT	307	DOB	Compliance Coordinator	100%	View Send

## Innovative Technology

Leading the Industry in the Exploration and Distribution of Digital Content

# Follett | Discover

### Follett Discover™

Our passion is to make the course materials adoption and procurement process as easy as possible for your Institution. Follett Discover is a comprehensive suite of tools that supports both instructors and students throughout their academic journey. From researching and adopting course materials, to purchasing course materials prior to start of class, and supporting learning through ease of access to digital course materials, Follett Discover provides a seamless experience for course materials on your campus. Follett Discover Adopt, View, Shop and Digital access are all live to JMU students and faculty. The JMU Store team will continue to provide refresher training and communication on these tools.



**Follett Discover Shelf** is due to land at JMU for the Spring '22 term and is our newest Discover Suite tool providing students seamless delivery and access to ALL their digital materials through the LMS.

**Benefits of Discover Shelf Include: #**



## Institution and Student Benefits



### A More Seamless Student Experience

Students enjoy a consistent access point for acquiring and accessing all their required materials (including both eBooks and courseware) for their courses, across all content types and providers throughout their education journey.



### Reduced Burden on Faculty

New automations eliminate the need for faculty to manually place the LTI tool in the LMS for any course where digital course material content is used.



### Codeless Access

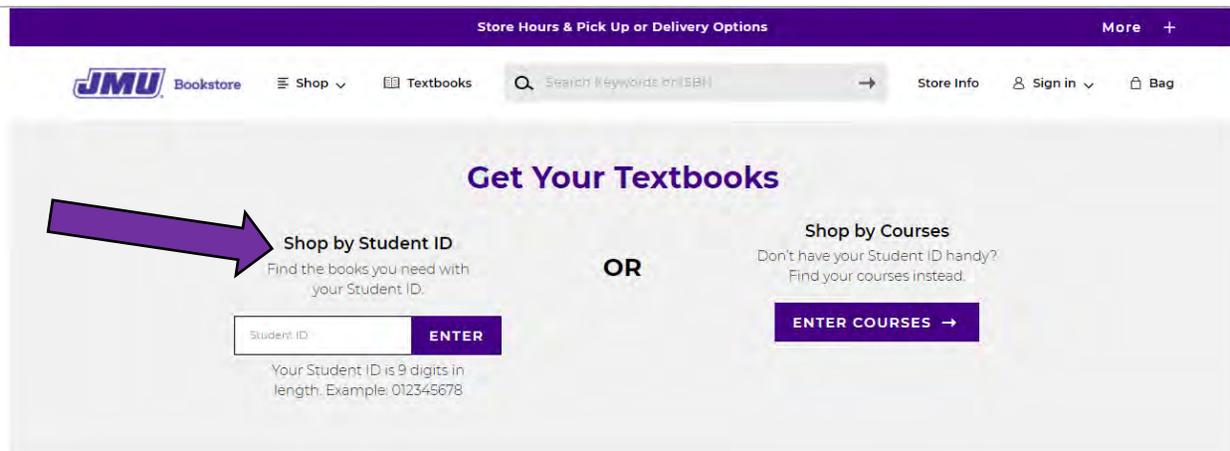
Instant, entry into publisher courseware environments eliminating the need for access codes and secondary logins\*.

For additional details please refer to the following link <https://bcove.video/2Nio0ku>.

### Shop By Student ID & Shop by Author

Leveraging our Discover technology platform, our in-store program, Shop by Author, and eCommerce feature, Shop by Student ID, create the ability to easily locate and purchase assigned course materials based off of the student's schedule.

As provided on your JMU Bookstore website today, with Shop by Student ID, a student needs to simply enter their ID in the designated area on your ecommerce website to be presented with a consolidated shopping cart of all required materials. With a few keystrokes, they can easily purchase all or some of the required materials and be ready for the start of class.



With Shop by Author, the course materials department is organized alphabetical by author meaning that each course material has one spot in the department, so all inventory is in one place as opposed to being dispersed within each course that it's associated with when course materials are organized by department, course, and section. The customer can easily access their course materials list using their student ID and see a shopping list of their materials. This allows a student to efficiently shop the in-store course materials department.

Because the course materials department footprint is reduced through this program, space can be repurposed for other merchandise needs or turned into a usable space for study spaces, community spaces, events or other specific campus uses.

## CourseTracks

### Follett's Leading-Edge Course Materials Management System

Utilized in every one of Follett's 1,100+ college and university campus stores, CourseTracks is a state-of-the-art, proprietary merchandise management software that streamlines store operations and ensures the best service to students, faculty and administrators.

CourseTracks features built-in adoption functionality, where the adoption process is streamlined for faculty members — greatly reducing the amount of communication necessary to ensure the delivery of their orders.

With CourseTracks, JMU textbook decision makers can:

- Utilize a dashboard-style view of critical store functions, giving the textbook decision maker an at-a-glance overview of sales and inventory, messages and alerts, reports, etc.
- Set up automated email campaigns to solicit online adoptions, send follow-up communications and updates to customers, request information and encourage sell-through.
- Plan their purchasing of books and course materials for an upcoming term.
- Manage adoptions and related follow-up communications with faculty.
- Order books from Follett or other sources.
- Set up and execute buybacks and rental check-ins.
- Receive merchandise into the store and track returns to vendors, shipments to the Follett warehouse and interstore transfers.

**F9c. Describe your company’s plans to deal effectively with the changing types of course materials and changes to the delivery of course materials, including digital course materials, digital textbooks, textbook programs, etc.**



Follett ACCESS is a powerful program that enables colleges and universities to deliver all course materials (textbooks, digital content, technology, lab kits, supplies, etc.) as part of tuition or course charges. With Follett ACCESS, students

have what they need on the first day of class, stress-free and effortlessly — leveling the playing field for all, regardless of economic background or social status. But the benefits reach well beyond cost or convenience. Follett ACCESS has been uniquely designed to drive value for every constituency.



**With Follett ACCESS, Institutions:**

- Directly address the cost and complexity of obtaining course materials
- Gain a competitive advantage by increasing recruitment, retention and, ultimately, graduation rates
- Improve academic performance and help students complete their studies instead of deferring classes due to course material costs and access issues
- Leverage existing systems to provide a robust learning experience



**With Follett ACCESS, Students:**

- Save up to 30% on course materials
- Experience less stress during the purchasing process and easily access, manage and use all course materials regardless of format or cost
- Engage and learn on the first day of class by having access to all required course materials — regardless of background or financial status



**With Follett ACCESS, Faculty:**

- Enjoy the academic freedom to choose the content provider, edition and medium that best fit the class curriculum
- Have confidence that everyone in class will have the same edition on day one — allowing instruction to start right away using the chosen resources
- Level the playing field across diverse socioeconomic backgrounds
- Leverage Follett’s 24/7 technical and troubleshooting expertise, freeing themselves to concentrate on class assignments and instruction

**The Facts About Course Material**

Course material access and affordability are significant issues. In a recent U.S. Public Interest Research Group study:



of students surveyed did not purchase a college textbook due to the cost of the textbook



of the 65% said they knew they would suffer academically from not purchasing

With Follett ACCESS, our partners do not have to worry about these issues. Through this program, we collaborate with your campus to best support your students:

- All students have access to their required course materials on or before the first day of class.
- Students retain full access to the required course materials, at no cost, until the add/drop deadline (Census/100% Refund Date), by which time they must decide whether to opt out.
- If a student opts out prior to add/drop (Census/100% Refund Date), all course materials charges will be reversed upon return of course materials.
- Students receive the best price on those course materials, often dramatically lower than what is achievable through other channels.
- Follett manages the entire program from implementation to rollout and support.

### Open Education Resources (OERs)

OERs are resources available at little or no cost that can be used for teaching, learning or research. OERs are part of an approach many campuses are taking to address course material affordability. Follett supports this approach and delivers OERs through our suite of academic tools.

**OER is the most affordable Course Material option.**

OERs are almost always available free of charge in digital format. However, services around the content are often not free. This includes providing the content in printed format, integrating the content with LMSs or offering correlating instructor tools.

### Types of OER

OERs are primarily digital resources that can be delivered in different content types, including open courseware, open textbooks, learning objects, digital tutorials, online modules, streaming videos and open journals. There are many OER aggregators that collect OER resources and make them available. However, these large collections of resources do not guarantee quality and vetting of content, and the format of the content is not always consistent. These aggregators are often non-profit, institution-funded or grant-funded. For higher quality, it is best to select OER *curators* that vet and format content.

### Courseware

Courseware content that is scoped and sequenced to support delivery of an entire course through software built specifically for educational purposes. It includes assessment to inform personalization of instruction and is equipped for adoption across a range of institutional types and learning environments. Examples of courseware include Pearson MyLabs, McGraw-Hill Connect, Cengage MindTap, Lumen Learning and others.

### Open Courseware

Open courseware is free digital publication of college- and university-level educational materials. These materials are usually organized as courses, and often include course-planning materials and evaluation tools as well as content. The MIT Open Courseware initiative from the Massachusetts Institute of Technology is the most well-known open courseware repository, but Lumen Learning also operates in this space.

## How Follett Supports OER

We support the mission of our partner institutions, including the adoption of OER materials, and want to be a resource for faculty in their quest to add value to their courses. Our academic tools, such as Follett Discover™ and Follett ACCESS, support the mission of OER. Additionally, Follett makes thousands of OER resources available for adoption through our Follett Discover Adopt module.

Follett also sells print versions of OER titles within our stores to support the adoption of this content. We continually evaluate the OER marketplace, working with many aggregators and curators to build our repository of high-quality OER materials.

## Lumen Learning

Lumen Learning uses OERs to provide affordable course materials that improve learning outcomes and replace expensive textbooks in high-enrollment college courses. Adding timely updates, learning design and technical support, Lumen makes the transition to OER simple, reliable and effective for instructors and students.



Lumen curates the best available OER aligned with learning outcomes. Typical content includes text, video, interactive exercises, sample assignments and assessments, all integrating seamlessly into any major LMS. Lumen offers three types of courseware packages, in addition to free courses available in our catalog:

## Waymaker Personalized Learning Courses

These courses help students exercise their metacognitive muscles with personalized study plans and activities to practice and apply learning. An intuitive faculty dashboard and messaging tools strengthen student-teacher relationships and save time helping instructors identify and reach struggling students.

## Lumen Online Homework Manager (OHM) Courses

Lumen Online Homework Manager (OHM) is a flexible system for quantitative subjects that provides algorithmically generated practice problems, instructional videos, machine grading and immediate feedback for students. OHM courses may include static and/or editable text options. OHM problem sets enrich some Waymaker courses.

## Candela Courses

These customizable OER “master courses” replace standard eBooks. Faculty members have full editing privileges to shape the content to fit their learning goals, term length and other needs.

## Highly recommended courses

Highly recommended courses incorporate complete OER content and assessments, with significant attention to learning design. They have been enhanced based on feedback from multiple instructors across multiple institutions. They provide an easy transition for faculty members shifting to OER.

## Recommended Courses

Recommended courses are well-developed and have received positive reviews by faculty members from multiple institutions. They provide a smooth transition process for faculty members.

## Digital Delivery

### Using BryteWave™ Technology Follett Discover Shelf Enhances Student Access to Digital Course Materials

Follett offers unmatched convenience with **digital delivery** of course materials. Digital delivery offers the convenience of both, immediate availability of purchased course materials, and absolutely **zero logistics costs** (*shipping & handling*). By eliminating the logistics costs associated with traditional course materials we pass additional savings on to your students.



Furthermore, to eliminate customer confusion, our integrated eFollett checkout system is configured to recognize all course materials that **only have digital delivery**. Upon completing their order details, at the shipment options screen the student will be automatically routed to the only available option, digital delivery, effectively eliminating any confusion a student may have regarding material(s) delivery.

Discover Shelf redefines the delivery of **digital** content, supporting both code and codeless delivery, without the need for **physical products** (i.e. 978-1-265-63960-0 McGraw / Connect Virtual Labs Chemistry Access Card). **Students then** easily access their products through the **publisher content links within the** Blackboard Course.



BryteWave™ is a digital textbook reader and study tool in one. It combines intuitive design with easy-to-use features, enabling students to study anytime, anywhere. Students have the ability to read, take notes, highlight content and share ideas with other students or instructors on campus — all from within their digital textbook accessed on their existing devices.

BryteWave powered by RedShelf provides users with more than 700,000 textbook titles and digital rental titles from hundreds of publishing partners. Resources can be accessed online or downloaded for offline use on tablets, smartphones, laptops or desktops. Notes and highlights are continuously synched among devices, allowing students to pick up where they left off on whichever device they have on hand.

## BryteWave Publishing

To support the authors on our campuses, the BryteWave Publishing program enables faculty and administrators to easily turn their copyrighted content into digital books. These digital books are available for sale at the campus store, both in-store and online. Digital books are never out-of-stock, and the author receives a commission for every sale. Digitally published material is provided in a convenient, cost-effective format and is available to a wider audience. There are no physical inventory or printing costs, so you can provide even more savings to your students.

## ADA Guidelines

Follett is committed to helping our partner institutions meet ADA compliance guidelines for digital products by accommodating students requiring accessible content. Our local campus stores work closely with Disability Services to meet the needs of those students. Additionally, Follett is dedicated to ensuring that BryteWave is accessible to those with disabilities. In fact, BryteWave has several accessibility-focused features for both its desktop platforms and BryteWave iOS app.

## Desktop Features

- High contrast reading mode and page zoom
- Keyboard navigation
- Compatibility with JAWS and NVDA screen readers
- Textbook content and navigation menus can be read out loud through the screen reader

## App Features:

- High contrast reading mode and page zoom
- Compatibility with Apple's VoiceOver technology
- Textbook content and navigation menus can be read out loud and accessed through the VoiceOver technology



**F9d. Describe the textbook rental program that your company will implement at JMU, including any requirements of the University and/or its faculty. The textbook rental program shall be automated into the Bookstore's point of sale system and not a manual process.**

---

Follett launched its textbook rental program in fall 2010, being the first large-scale change to the campus store in decades. Today, Follett's "Rent-A-Text" program is the largest learning materials rental program in the marketplace and has become an expected part of the traditional campus store experience. Follett bookstores offer new, used, digital, and rental titles in-store and online. The Rent-A-Text program effectively reduces textbook pricing, while driving sales and increasing market share for Follett-managed stores. Since inception of this program, Follett has saved students across the nation more than \$1.54B.

**Follett has saved students across the nation more than \$1.54B.**

Our Rent-A-Text program is backed by a national library, owned by Follett. The program can be customized to each specific campus and — as in all of our learning materials programs — emphasizes close working relationships with our valued faculty partners.

Over the past three years, Follett's rental text program has saved JMU students over \$3.2 Million Dollars, broken down as follows:

**Fy19 Rental Savings \$1,156,792**  
**Fy20 Rental Savings \$1,169,899**  
**Fy21 Rental Savings \$941,023**

**F9e. Describe your company's plans to comply with the Higher Education Opportunity Act (HEOA).**

---

As a current partner **Follett Discover View** is already integrated into your online course schedule and leverages the JMU Campus Store to display the authors, titles and ISBNs of adopted course materials, so your institution can be compliant with the HEOA textbook provision.

## G. Pricing Policies

### **G6a. Describe your pricing policies for textbooks and course materials and explain your company's plans to address the pricing concerns of students at JMU.**

Follett understands and agrees to items #1 through #5

However, we do take exception to the pricing policy item g. Course Packs. We would propose that for custom published material and material produced through JMU's on campus Copy Center with no or limited return privileges, be sold at no higher than thirty percent (30%) gross profit margin.

### **G6b. Describe your pricing policies for general (all other) merchandise and explain your company's plans to address the pricing concerns of students at JMU.**

Except for line g., Follett will utilize the Pricing Policy outlined in this RFP.

#### **Material Affordability**

Affordability and access are consistently among the highest concerns for students when purchasing course materials. With Follett as your partner, you are part of the largest network of collegiate store management professionals in America. With 1,100 store locations and 1,800 online stores, Follett maintains the largest library of used and rentable printed books, and delivers more ebooks, passcodes and digital access points than any other provider. Leveraging these assets, we make the cost of learning materials easier to bear, so students can focus on their studies.

Traditional learning materials remain essential to the campus store experience. Used books, rentable books and print materials buyback will remain an important part of these services.

#### **Price Matching**

##### **Student Affordability, Assured**

Providing students with affordable options for course materials is a priority at Follett. In addition to competitive pricing, we offer the Follett Price Match program, which is currently in place at the JMU bookstore.

The Follett Price Match program is valid on textbooks (new, used and rental) that are currently in stock at the JMU Campus Store and competing retailers. Follett will match the lowest, verifiable, advertised price on college textbooks for students who rent or purchase new or used books.



**1.** The student brings his/her original receipt and/or the advertisement for the better price to the campus store within 7 days of the original purchase.



**2.** The book must be in stock at the Follett campus store and with the retailer advertising the lower price. Retailers include: a local bookstore, Amazon (excluding its Marketplace) or Barnes & Noble.



**3.** The lower priced item must match the exact book and edition purchased or rented, including accompanying CDs, online access codes, student manuals, etc.



**4.** Once the lower price is verified, the campus store team member calculates the difference and issues a campus store gift card to the student.

**G6c. Describe your company’s plans to provide emblematic clothing at multiple price points.**

Follett works with our partners to create a custom campus general merchandise program that addresses today’s trends. We provide a *good, better, best* structure, enabling the perfect fit for various customer price points. Our core emblematic clothing assortment is enhanced through our Value Price Program. Under this program, we partner with our vendors in bringing great values to our stores. Value Priced items are everyday great values and include men’s and women’s t-shirts, sweatpants, half-zip, full-zip and regular hooded sweatshirts, etc. They are good, affordable, first-run quality items that carry opening price points that have an appeal across all demographics. These products, combined with the core assortment, offer multiple price points.

Sample Promotions Calendar:

4/1 Delivery Short Sleeve Tee \$9.95	7/1 Delivery Short Sleeve Heathered Tee \$9.95	9/1 Delivery Crewneck Fleece \$17.95	10/1 Delivery Comfort Fleece Hood \$24.95	11/1 Delivery Sherpa Quarter Zip \$29.95	12/15 Delivery Long Sleeve Tee \$16.95	2/1 Delivery Short Sleeve Tee \$9.95

<p><b>INNOVATIVE ASSORTMENTS</b></p> <p>Follett General Merchandise Strategy</p> <hr/> <p><b>ASSORTMENTS ARE DEVELOPED INTO 4 KEY CATEGORIES OF BUSINESS</b></p> <p>Committed to providing a good, better, best selection at all price points.</p>	<p><b>CORE</b></p> <p>Products and brands that are the foundation of the assortment.</p>	<p><b>SPECIAL COLLECTIONS</b></p> <p>Brands unique to a specific demographic, region or store.</p>
	<p><b>SIDELINE BRANDS</b></p> <p>Brands that are represented within the school's athletic programs.</p>	<p><b>HYPER LOCAL BRANDS</b></p> <p>Supporting local businesses while giving the community the flavors they desire.</p> <p><b>FALL RUSH</b> <i>We are Campus.</i></p> <p>Affinity Brand</p> <p>Fall Rush, a Follett brand that allows for extended assortments and audience personalization.</p> <p><b>On-Demand / Customization</b></p> <p>Follett On-Demand brings flexible customization capabilities expanding championship, athletics, fan gear, school of and department pride merchandise.</p>

## H. Used Textbook Program

**H4a. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buy back prices that are greater than wholesale prices. Include your estimated used textbooks ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of operation of the University Bookstore.**

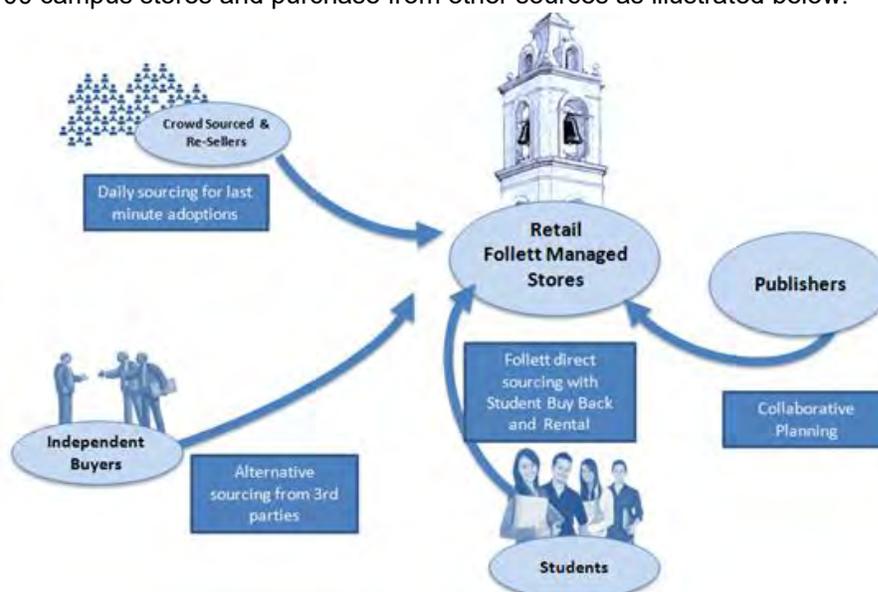
The availability of used textbooks and a solid buyback program are important to today's cost-conscious students. Follett offers strong programs for both.

CourseTracks, Follett's merchandise management software, is a vital tool in helping us maintain an excellent used book ratio. Used textbooks represent a great value in college course materials today. We will continue this commitment to ensure that your students will enjoy the greatest selection of used textbooks available while also helping lower their overall cost of education.

Used books represent a great value, costing on average 25% less than new books. As you're your faculty adopt more and more digital textbooks and the publishers change the way they offer course material, there are less and less used book choices. However, with Follett, your students will enjoy the greatest selection of used books available and we will continue to lead the industry in used book availability. We estimate that we will continue to have a used book ration at the JMU campus store of around 10% for the next three years. Savings to students is directly correlated to having the most used and rental books on the shelves. Follett has access to more used textbooks than any other campus store management company, with more than 100,000 different titles and over two million used textbooks in our stores and distribution centers to support the thousands of titles and hundreds of courses at JMU. With Follett, your students will enjoy the greatest selection of used books available.

**Unlike our major competitor,** we don't rely just on *our* supply of used texts or retail buyback on campus.

We have modernized the used book supply chain through our inventory control system. We order used textbooks from other wholesalers as well. We also routinely transfer used textbooks among our more than 1,100 campus stores and purchase from other sources as illustrated below:



#### H4a.



For buybacks, Follett offers the following:

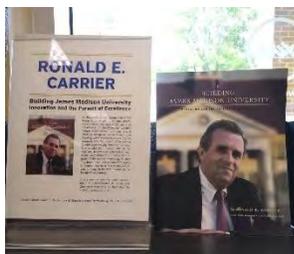
Follett will purchase used textbooks year-round. Follett will purchase textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the student's purchase price rounded to the nearest quarter. Follett will purchase used books not adopted for the next academic term or in excess of course requirements at wholesale prices prevailing in your campus's area, rounded to the nearest quarter.

## I. General Book Program.

### **11a. Describe your company’s general book program and your plan to ensure that the general book program supports the academic excellence of JMU.**

For many campuses, trade books are important to the culture of the school and community. Our trade book program can be tailored to align with what is important to your constituencies.

The trade book offering is custom-selected to support the campus mission, while delivering the value and titles your customers expect. We consider campus courses and bestselling titles and determine what is most relevant. We leverage *The New York Times* Best Sellers program and work with large and small publishers to put the right assortment on the shelves. We listen to your expectations, look for ways to preserve the key elements that differentiate your campus and build the trade assortment accordingly.



Follett has programs that unite the campus and community. The campus store hosts special events to engage the community in unique experiences where students, faculty and families can come together. Local community events include Children’s Reads, with current topics such as Star Wars and comic books, and Read Across America, as well as author events on campus. Our program offers a bridge from the educational environment to the community, and our assortment ties it all together. Events at the campus store become part of the campus fabric, and together we support the community at large.

#### **Campus Reads Program**

Many institutions have adopted a Campus Reads program that builds a sense of community through a shared reading experience. It can also help new students transition into their campus home by encouraging them to engage in discussion. These types of programs foster critical thinking and begin the process of intellectual enrichment. Our unique positioning with publishers allows us to provide resources on a wide array of subjects. This ensures each campus store has the best choices, recommendations and solutions.

### **11b. Describe your plan to support the academic programs and events at JMU by selling and promoting books at events throughout the year.**

Your campus community is a blend of young adults, return-to-school adults, tenured professionals, fans, alumni and support staff. We look to provide the entire community with the tools they need to have a successful academic day, week, term and year. We reinforce marketing efforts through hosted, in-store events.

Our local team starts by participating in campus-hosted events, including Orientation and Welcome Week. We then cascade those into in-store events that connect the store with the campus community. Some event examples include:

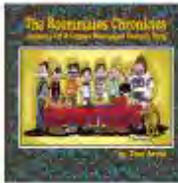
## MEET THE AUTHOR

**Tom Arvis**

Saturday, October 27

11:30am

James Madison University Bookstore



JMU alumna, creator, writer, illustrator and publisher, Tom Arvis, a Washington, DC, resident since 1982, is a 20-plus-year veteran in the fields of Graphic Design, Freelance Illustration and independent self-publishing. Tom established Sunspot Comics, his independent comics label, in 1995, beginning with *Conelays & Adams*, a 16-page black and white urban comic (currently published under the *Blue Wagon Works*). You may also enjoy his other comic book titles, such as *Merryway Pig*, a full-color graphic novel, and *Adolescent Power Fantasies*, a black and white anthology (triple paperback), both available at [sunspotcomics.com](http://sunspotcomics.com). To see samples of his design and illustration capabilities, visit [www.tomarvis.com](http://www.tomarvis.com) or [www.sunspotcomics.com](http://www.sunspotcomics.com) for freelance illustration samples.

*The Renaissance Chronicles: Anatomy Of A College Newspaper Cartoon Strip* was published through [www.sunspotcomics.com](http://www.sunspotcomics.com) in February of this year. This book is a compilation of a comic strip Tom Arvis produced from October 1978 to April of 1982 during his years attending James Madison University as a journalism major. All 734 strips, have been scanned, colored, and computer lettered, with narration and analysis on each strip by the author and presented in chronological order, according to it's publishing date and the JMU newspaper's online archives of *The Beacon*.

James Madison University Bookstore • 217 Bluestone Drive, Harrisonburg, VA • 540-568-6121

## MEET THE AUTHOR

**KATHERINE BRENDLI**

Saturday, October 11

9:30am - 12:00pm

James Madison University Bookstore



Katherine (Kate) Brendli is a junior interdisciplinary student studies major at JMU. Her passion to write was inspired by her grandmother and author Ariene Carmichael and was encouraged by many of her family and teachers. The idea of Kate's first book, *Left*, came to her at the age of twelve and was further developed once she reached college. Kate is dedicated to a lifelong discipline of writing and hopes her actions can encourage other young writers to pursue their dreams of becoming authors.



**LEFT**

In a world where survival threatens friendships and a hereditary disease tears families apart, *Nevan Satchel* is forced to abandon everything she knows in search of something she knows nothing about. With the help from a man destined to be unknown, Nevan fights for her life against the Government, Catholics, and the worst disease she could ever imagine.

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## MEET THE AUTHOR

**Lou Campanelli**

Saturday, November 10

10:00am

James Madison University Bookstore



Lou Campanelli was head basketball coach at James Madison University from 1972-1985 and at the University of California, Berkeley, from 1986-1993. He took his teams to the NCAA tournament six times and to the MT Three Times. He then became an advance scout for the Portland Trailblazers (1994-1995) and Cleveland Cavaliers (1996-1998) of the NBA before becoming Coordinator of Men's Basketball Recruiting for the ACC-10 Conference from 2000-2006. Among his many honors, Coach Lou was inducted into the Colonial Athletic Conference Hall of Fame in 2007 and into the James Madison University Hall of Fame in 1999.

*Dare to Dream* is an inspiring story of the Career and Campanelli glory years at what became James Madison University in this fast-paced and compelling book. We share in the passion, integrity, and dedication with which Coach Lou recruited, coached, and mentored his players – most of whom were overlooked or passed over by the traditional basketball powers. And we see how those sports at JMU transformed not only the lives of student-athletes, but also the once small and largely female school into one of Virginia's most distinguished public institutions of higher learning within just one decade.

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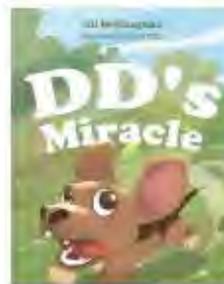
## MEET THE AUTHOR

**Jill McGlaughlin**

Saturday, October 26

11:00am

JMU Bookstore



JMU alumna and first-time author Jill McGlaughlin shares her family's passion and compassion for animals in *DD's Miracle*. Jill is the owner of Classic Kitchens and Barb in Harrisonburg, Virginia, and is an avid supporter of local charitable organizations, including many animal-related charities.

*DD's Miracle* is based on the choices she and her family had to make after falling in love with a stray dog. She hopes to inspire readers to do what they can to help the many animals in need of a loving home.

*DD* was a sad and lonely little pup living all alone, deep in the Mississippi countryside. That is, until the day she met a little girl and her grandmother walking down the road. She barked after them and soon met a family she thought wanted to call her their own... but after some time, *DD's* new family left her behind. Even though she was lonely once again, *DD* never gave up hope. That one day, a miracle would occur and her family would come back for her. This is a story of love, hope, and the unshakable bond between a dog and her true family!

Partial proceeds will be donated to nonprofit animal rights organizations in the Shenandoah Valley of Virginia and North Central Missouri.

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Campus engagement should continue beyond the event. Follett will help celebrate each success with publicity and photographs. We will then work with your campus communication offices to post images, issue press releases and promote your James Madison University Campus Store community success.

## J. General Merchandise and Marketing

### J10a. Describe your plans for new or expanded product lines or services to be offered at the University Bookstore, including an emphasis on products and services that will meet the needs of JMU.

Follett is committed to growing the JMU Campus Store business across all categories, both in-store and online. The first step in growing the business is to conduct a thorough review of the current operation, with the goal of optimizing the product mix and enhancing the store design to drive sales and implementing ongoing customer service training in order to ensure a positive customer experience. The second step is to grow the Campus Store's mind share—increasing the awareness of the store and its product offerings amongst all market segments (students, faculty, parents, fans and alumni) through integrated marketing and advertising. The third, and ongoing, step in this process is a continuous review of the product mix, store design, marketing tactics and customer service in order to ensure ongoing business growth.

Follett implements the best practices we have developed in our partnership with hundreds of colleges and universities across the U.S. in order to grow sales in apparel and gifts. Our scale allows us to capitalize on national and regional trends while still allowing for highly customized assortments for the stores we operate. Follett is the largest campus retailer of athletic sideline brands like Nike, Adidas and Under Armour. Since we do a large volume of business with these brands, we work directly with their product line managers to create custom products, colors and graphics for our schools. We also carry fashion-forward brands such as Johnnie-O, Vineyard Vines, and Peter Millar. JMU currently has the support of a planner and our entire Home Office merchandising staff. In addition, the expanded product assortment will be made available to alumni, parents and fans beyond the campus through the introduction of custom merchandise flyers.

### Technology

#### Keeping Your Campus Community on the Leading Edge

A technology offering has to deliver much more than just today's latest gadgets. Follett offers a customized technology store-within-a-store solution that addresses your campus needs. Our approach allows us to offer a wide range of late-breaking products and services to students, faculty and staff, no matter where they are in the life cycle of a technology purchase. Our consultative approach includes a focus on "must have" products as well as value-added services such as trade-ins, warranties and product education.



Test-drives are essential when considering a purchase. Within our technology stores, we provide customers with not only the product knowledge to compare products, but also technology bars with powered-up, ready-to-try products that allow a hands-on experience.

Follett campus stores offer a choice of brands, products and services with many options. We extend these with a full online offering, providing for a true, one-stop shopping experience. Our drop-ship vendor program allows us to have a significantly larger assortment of computers, tablets and other technology items online and available to your customers without need for store shelf space.

Follett's JMU Bookstore offers a full-service Apple and Computer Store through the *Madison Cyberzone*. Our in-store technicians support service and sales to students as well as departments and faculty.

**Technology bars with powered-up, ready-to-try products that allow a hands-on experience.**

## Apple



Follett is an on-campus provider of Apple products and services. We deliver a comprehensive experience to select campuses that includes products, accessories, warranty options and repair services to address students' needs. We also provide product demo tables, in-store graphics and brand elements to complete the experience.

We have the unique ability to vary formats of the Apple program. At select campuses, we can operate a full Apple Authorized Campus Store (AACS) that would generally include four to six demo tables, a dedicated computer manager and staff, larger technology presence and repair services. A second, smaller option is a one-table demo format with a limited selection of Macs, iPads and accessories. This program is great for smaller locations or community colleges where space is limited. Our third Apple program focuses entirely on accessories. All programs include website information and ordering for nearly all Apple products. We will partner with you and Apple to determine the right format for your campus. To best support these programs, Follett offers repair services at select authorized Apple campus stores, and many of our capabilities are aligned with those found at branded Apple stores. Additionally, we may offer drop-off and pick-up services, as well as customer training on new devices.

## Laptops, Tablets and Convertibles

Follett offers a choice of different brands, price points and specifications to give your campus community many options. Our vast selection features the latest in multifunction devices, computers, tablets, printers, cartridges and software.

## Accessories

Whether the campus store has a robust technology offering or a kiosk-type environment, Follett stores carry a full accessories line at price points beginning at \$10 or less. From power and charging, to protective cases, mice, earbuds and USB cables, these important resources empower the institution, faculty and students and help them stay connected.

## Institutional Support

To ensure campus store success, Follett also offers repairs, pick-up and delivery, warranties and billing of computer hardware and devices. We provide the on-campus services and support needed to keep your technology running. Plus, using our point-of-sale (POS) system, we can enable input into Apple's Device Enrollment Program (DEP).

## Warranties

Follett offers two powerful warranty programs to serve students, faculty, staff and the campus community — AppleCare™ and Safeware®

AppleCare provides coverage for Apple products and is available at select, authorized Apple campus store locations. These stores offer the same AppleCare protection as that of branded Apple stores. Safeware covers all products, including Apple. Safeware offers different plan levels, with each one covering accidental damage. Costs of these warranty programs are based on the value of the device.

**The JMU Bookstore CyberZone Computer Service Center as an Apple Authorized and Dell Certified Repair Center, is currently providing in warranty repairs/services and limited out-of-warranty repairs/services for JMU-owned Apple and Dell computers.**

### 1. Repair Timelines:

**Diagnosis:** shall occur within two (2) business days.

Parts / Depot Shipment Box: shall be ordered upon completion of diagnosis and within one (1) business day of receiving approval if approval is required

**In-House Repair:** shall occur within three (3) business days of receipt of parts. The three (3) business days **does not include cost approval/decline times or delays due to part availability and shipping. Occasionally a repair requires multiple diagnostic/order/repair cycles due to defective replacement parts or multiple possible causes for the reported symptoms. In these cases, CyberZone will notify JMU and post regular updates through JMU's Cherwell system.**

**Depot Repairs:** shall be shipped to the manufacturer depot within two (2) business days of receipt of depot shipment box. Depot repairs are reserved for iPad devices, Dell devices covered by basic warranty only, Apple or Dell devices with liquid damage, Dell repairs which require more parts than Dell's on-site repair part limit, or as infrequently as possible during peak demand periods for repair services.

2. **Out of Warranty Dell & PC Parts Cost:** Cost shall not exceed the standard Manufacturer's Suggested Retail Price (MSRP) of for Academic Institutions providing the Madison CyberZone up to an 8% margin .
3. **Out of Warranty Apple Repairs Cost:** Cost will be based on Apple's tier-based repair price for Academic Institutions.

## JMU-Owned Out-of-Warranty Repair Service Costs

### **Up-Front Bench Fee \$40**

Non-refundable fee includes diagnostic with manufacturer's hardware diagnostic software. Fee will be credited toward any additional parts and services authorized by the customer. In cases where no trouble is found, customer will receive an explanation of the behavior they reported and a complimentary Tune-Up.

### **Small Parts Repair \$40**

Includes quick repairs such as reattaching or replacing a loose key, loose cable or speaker. Price is for labor only and does not include the price of any replacement parts.

**Hard Drive Install      \$50**

Service is only available for systems with replaceable hard drives. Price is for labor only and does not include the price of the hard drive.

**LCD Display Replacement\*      \$100**

Service is only available if replacement parts are available from Follett suppliers. Price is for labor only and does not include the price of the replacement parts.

**Logic Board/Top Case Replacement\*      \$100**

Service is only available if replacement parts are available from Follett suppliers. Price is for labor only and does not include the price of the replacement parts.

*\*Depending on warranty coverage and extent of damage, repairs for accidental damage may be subject to warranty deductibles.*

## Food and Beverage (As permitted by Contract)

### Refreshing Solutions to Energize Your Campus Community

Today's consumers are looking for convenience, variety and healthy choices in food and beverages. Follett offers a well-balanced assortment that includes snacks, fresh food selections, heat-and-serve items, sodas, water, tea, juice, coffee and bakery options. We work closely with store managers to address local preferences and trends and design the ideal campus solution. Whether for a large or small store, a fully licensed café or a blended solution, Follett provides the customization needed to help campus stores succeed.

"Grab N' Go" products from national brands are popular among students, faculty and staff. Follett leverages national, regional and local trends to provide the initial assortment and then uses customer feedback and campus preferences to adjust your assortment as trends change and evolve. For beverages, we align with campus brand preferences and popular lines to provide a wide range of choices. Our hot-beverage programs partner with national brands, wholesale distributors and local suppliers, as well as community favorites, and can be "right-sized" to address space, preferences and needs.

## Convenience

### Supporting Academic and Personal Journeys with Shopping Solutions

In today's fast-paced world, students, faculty and staff need options that are easy and affordable. Our convenience program offers a custom-developed assortment that addresses your objectives and overlays relevant buying trend data and local preferences. From supplying just necessity items to providing the full gamut of a superstore, Follett helps create a solution that will be successful on your unique campus.



### Health & Beauty

Our fully rounded convenience offering includes personal care products, such as over-the-counter medicine, makeup and other essentials. We understand that the products needed to support the lifestyle of your students, faculty and staff are a blend of those carried in a traditional convenience store plus those available in a drug store. From our e.l.f. cosmetics and Burt's Bees products, to our trending skin care assortments, we can provide the range of health and beauty necessities and personal care items your campus demands.



### Supplies

School supplies are essential to academic success, and our supply aisles and websites have the items students need to be prepared for class. We offer a full array of everyday school supplies, such as fashionable notebooks, pencils, and folders in branded and non-branded options.



### Course-related Items

Follett can offer course-related supplies, including products for fine arts, engineering, culinary arts, automotive classes and more. We can also provide medical/nursing scrubs, lab coats, culinary garments, emergency medical technician (EMT)/fire/police uniforms, automotive workwear and any other course-related clothing. Our vendors can embroider these garments with school logos/departments and student name if needed.

Custom kits are essential for many classes, including art, fashion design, engineering/drafting, science, dentistry, nursing, culinary arts and others. Follett has the vendors that can provide them to ensure a comprehensive offering.



### Campus Housing

Follett offers everything a student needs to set up his/her dorm or apartment. Our large selection of bedding and bath supplies, fans, shelving, storage solutions, wall décor, lamps and more is available 24/7 on our website, making it easy for students and/or their parents to create an environment where the student will be most comfortable.



### Cafés

The café is the perfect, contemporary setting for students, faculty, staff and community members to relax, recharge, study, meet and socialize. We will work with you to develop the ideal atmosphere. This includes designing to your purpose, space, menu options and local preferences. If this is a desirable option, we then create the coffee or café program that will best align with your unique campus.

**J10b. Provide a detailed description of your plan to increase the sales of JMU emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore’s website.**

The college bookstore has evolved dramatically. What was once a quiet destination for course materials and the occasional t-shirt is now a bustling hub for branded apparel, academic items, giftware and technology, as well as food and beverage products. Over the years, we have expanded our offering, aligning the merchandise carried around the arising needs and wants of the campus community.



 <p>Local customization to each store’s needs</p>	 <p>Leverages regional and local preferences</p>	 <p>Top brands that students want</p>	 <p>Innovation and desire to test and try programs</p>
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Indeed, today’s campus store offers a complex matrix of core and trend items. With more than 145 years’ experience operating campus stores, Follett understands the importance of diversifying the scope and depth of offerings. And, we tailor them to meet local and regional preferences, enhancing traffic and sales. Every campus has a unique culture and thus needs a unique store program that draws from many areas, including branded apparel, educational support resources, gifts, food and beverages, technology and other items. Follett works with our partners to create a custom campus general merchandise program that addresses today’s trends. We provide a *good, better, best* structure, enabling the perfect fit for various customer price points. We also conduct tests and trials to help you determine optimal merchandise selection. Many of such successful test programs have become part of our core offering.

**Follett provides a good, better, best structure, enabling the perfect fit for various customer price points.**

## Local Customization

### Understanding the Needs of Your Campus to Provide Unique Solutions

Building assortments that best address local products, trends and styles requires a great deal of research, data, time and “tweaking” to get it right. We recruit and build a team of experts that focuses on the institution’s assortments to ensure the campus store is well stocked with products that appeal to its unique population.

Research and data provide the framework for our custom campus program. Our analysis captures school- specific background, including athletics, academics, camps, clubs, regional and local trends, preferences and size requirements, as well as other elements important to the institution and campus community. The planner works closely with the local store manager to validate findings and gain insights into the campus culture. Together, they also examine local preferences and determine how to integrate feedback from customers, faculty and students. The planner then leverages a large, price-negotiated strategic assortment that can be customized and managed according to the institution’s brand, guidelines and sideline brands, efficiently and affordably.



### Local / Regional Preferences

Leveraging local and regional preferences ensures the campus store has the products that customers want and need. We analyze extensive data to refine selections and validate the choices made by both the local store manager and Follett planner. Preference influences our assortments, including food and beverage, seasonal apparel, tailgate essentials, campus traditions, giftware and alumni products. Once the assortments are in place, the team continually monitors sales data and communicates with campus store managers to maximize every sales opportunity.

### Trend Analysis

Understanding relevant trends and how they affect campus consumers is key in devising a profitable store program. For example, current trends show an increase in demand for quick, easy snacks. Our stores offer these ready-to-eat snacks, including healthy packaged goods, indulgent treats, salty and sweet options and, in some cases, fresh, locally made items, to give customers what they want.

For apparel, we make it our business to stay abreast of the world of fashion. We meet with vendors, attend trade shows, shop up-and-coming retailers and travel to large metropolitan cities to find inspiration and identify new and exciting trends. Once a trend is recognized, we quickly work with our vendor partners to translate the trend for our customers. This process is ongoing, keeping our campus assortments fresh and relevant.



### On-Demand Products

In the world of immediate gratification, it is more important than ever to provide you campus supporters with a wide selection of items as well as a diverse portfolio of graphics online. Follett offers the only business in the market that will provide schools with a near endless aisle of products that enables the entire campus community.

Traditional manufacturers require extremely high order minimums, and this does not permit for an inclusive campus shopping experience. With on-demand production, our team can celebrate everyone on campus. Our solution allows for representation of every sport, academic school, and department on campus.

The innovative production method provides schools access to over 3000 items that can be decorated with their school's brand. All the items are made as they are ordered online, and they ship out within 24 business hours. This type of production method enables us to drastically reduce backorder rates, eliminate size-outs, and support your entire campus. All the manufacturing is completed in a Follett owned facility just outside of Dallas, TX.

### Brands

#### Quality You Can Trust, from Brands You Know and Love

Follett's *good, better, best* price structure delivers a range of value to premium brands. From your school's preference of a particular sideline brand, to today's leaders in performance activewear and emblematic apparel, to in-demand school supplies and technology, to popular food and beverage brands and more, we fill your store with the brands students, faculty, fans and alumni expect.



**Apparel**



**Coffee**



**Graduation**



**Convenience**



**School Supplies**



**Computer/Technology**



**Health and Beauty**



## Expert Merchandise Support Team

Optimizing Your Product Assortment with Ongoing Support and Expertise



We know it is difficult to run day-to-day store operations, stay informed on the latest trends and vendors, meet the expectations of the campus and build relationships with the customer. Follett’s home office merchandise support experts collaborate with clients at every juncture. Our experienced professionals ensure your program is aligned to the needs of the campus. Our team also supports you through weekly calls, ongoing communications and store visits to ensure all feedback is integrated quickly to optimize the store assortment.



## Your Support, Your Way

Implementing Solutions That Meet Your Store's Specific Needs



Follett has extensive experience developing and managing successful store programs for four-year campuses. Our planners work with store management to completely customize the program to the institution and align it with other programs and partnerships on campus. Whether it is athletics, academics or both, we have the breadth and depth needed to forge a nimble but focused solution. We are also flexible enough to help you in any aspect of program delivery – whether that is providing your students and faculty with supplies, supporting fans with tailgate gear or building pride in your school's brand with branded apparel and merchandise.

### Innovation

#### State-Of-The-Art Solutions to Empower Your Students

Our desire to bring innovation and an entrepreneurial spirit to campuses is what drives our unique trial and test programs. Follett strives to best support our partner schools, and we are always looking for creative solutions to help solve institutional needs. Whether your goals are big or small, we are there, providing the behind-the-scenes support needed to drive progress. We work to keep the spotlight on your institution and your brand front and center with your campus community.

**Follett works to keep the spotlight on your institution and your brand front and center with your campus community.**

## Soft lines

### Embracing the Spirit and Individuality of Your Campus



#### Clothing and Apparel

Spirit and pride on campus are contagious, and that spirit is most often displayed with apparel. The right assortment is essential to achieving a well-balanced selection, where there is something for everyone at multiple price points. Follett's selection spans various fits, fashion trends, athletic preferences and brands so your store carries an assortment that is worthy of your brand. With growing categories in men's, women's, children's and team athletics, we strive to bring the latest selections and trends to life – giving students, visitors, faculty and alumni the unique apparel items they desire.

Our vendor partnerships with sideline brands such as Nike, Under Armour and Adidas; premium brands such as Johnnie-O, Tommy Bahama, Vineyard Vines and Peter Millar; fashion brands such as League, 47 brand and Colosseum; and workhorse brands such as Champion and Gear for Sports, allow the JMU Campus Store to carry a comprehensive brand assortment that appeals to a broad audience.

As female enrollment in college and universities grows, so does our women's lineup. We understand that the female shopper no longer wants to shop in the men's department, but wants clothes that make her feel fashionable and comfortable, and are made especially for her. We take pride in providing all customers with fits that complement their body types.

- **Relaxed Fit:** A more traditional, easy, relaxed fit that appeals to many body types.
- **Athletic Fit:** A fit that provides room for movement, but more slender than the relaxed fit.
- **Slim Fit:** The slimmest of all fits. Ideal for the body-conscious customer.
- **Curvy Fit:** A fit that supports our extended sizes from 1X to 3X.

Follett also recognizes the importance of exclusivity, as college licensed apparel is increasingly offered in more retail channels. To strengthen the bookstore's legacy as the most authentic destination for college apparel, we have launched *Fall Rush*, a new, private-label brand available only in the official physical campus store and on its website. *Fall Rush* is a mid-priced, campus lifestyle brand that features both printed and applique graphics on super-soft garments. This combination of bookstore exclusivity and classic, yet innovative, products has been a tremendous success. In addition to providing great brands, on-trend products and a wide range of fits and price points in-store, Follett helps you create a robust eCommerce business. Everything carried in-store can also be sold online, along with dozens of other products. This enables store owners to expand their inventory beyond store size, providing far more sales opportunities with a much broader audience. Follett also offers options to personalize online purchases, creating even greater value.

Environmental and social consciousness have become increasingly important. Follett helps campus stores align to this thinking, delivering Alta Gracia, League, Framing Success and other brands with a purpose. In addition, Follett is a member of the Fair Labor Association (FLA), whose mission is to protect workers' rights and improve working conditions. We ensure that all our vendors read and sign the vendor code of conduct prior to engaging in a partnership with Follett.



### Accessories

Our selection of accessories rounds out the overall assortment and coordinates with apparel to create a comprehensive store offering. These include headwear, socks, hair accessories, jewelry, ties and footwear.



### Giftware

Follett augments the overall store assortment with gift items such as home accessories, drinkware, diploma frames, lanyards, key chains, auto accessories and more. While coffee mugs are still a favorite, the drinkware category has evolved to include a variety of reusable drinkware. Students want to live a healthy lifestyle by staying hydrated, while store partners want to be socially responsible. One way to do both is by reducing plastic water bottle waste on campus. Follett answers these needs by offering reusable drinkware in many popular brands, such as Camelback, Nalgene, Yeti and S'well, which can be customized with the school colors and logo.



### Dukes Tailgating

Fans, alumni, students and others participate in pre- and post-game tailgating activities to build community and support their favorite team. **Game-day** fever extends into “homegating” for those who cannot be on campus. Follett campus stores offer everything a good tailgate or homegate needs — drinkware, spirit wear, accessories, barbecue accessories, blankets, pennants, face paint and rally beads — reinforcing school pride among fans.



Game Day Mobile Trailer concept for James Madison University

### Special Orders / Bulk Buying

Follett recognizes the need to support “special orders” that come from the various departments, clubs, student organizations and other special interest groups on campus. This is why we offer a program for it. Our store teams work with campus clients by providing access to our full online collection, enabling them to make the ideal product selection that meets the requirements of the customer. Once the product is selected, our dedicated home office staff works to source the requested products to fit their budgets and timelines.

## Follett's Private Label Merchandise Collection

Fact: Students are usually buying your school's brand on the shirt over the label sewed in. This growing trend is contrary to the conventional retail wisdom many of us came of age in. Many consumers are more aware of national and endorsement advertising and prefer to seek out and decide for themselves what they want. Sometimes it is fabric, sometimes it is graphics and color, sometimes it is price.



A generation of students ago, the designer or athletic brand label was the signifier of quality and value, but new manufacturing techniques and technologies have decoupled these sought-after features from those name brands. This shift was first seen in grocery store-brand goods, quality went up making these items competitive to most consumers. A similar trend is emerging in the colligate space as well as in mainstream retail. Gone is the cheap-looking, synthetic-feeling apparel that used to be associated with an unknown label. Today private label is an asset that can be integrated into gaps in the store's assortment.

Follett has invested in the knowledge and resources to design, source, and produce house brands that rival and exceed other national brands in fabric hand feel, profile cuts, detailing, and graphics. While these garments and other school-branded items will not replace athletic and designer brands carried in the store completely, there are several niche areas of the assortment where we can better serve customers by managing the production process.



Follett's *Fall Rush* private label occupies a place in the store assortment dedicated to the nostalgic, comfortable collegiate experience. Think well-considered detailing, comfy t-shirts and sweatshirts with great feeling fabrics and flattering cuts. These are upgraded basics everyone wants in their closet to pull on for the game, to study or just to feel sentimental about their time in school. Because Follett is able to manage our assortment of these items more closely, we can move in and out of styles and updates more quickly – meaning smaller quantity runs – to keep the sales floor fresh.

Select Fall Rush styles have been designed to fill the “value” space in our assortment where well-priced, well-made basics are called for. Because we produce these items to our specifications, we are able to keep quality high and costs down. We also manage the supply chain to ensure that we know the conditions at the factories where our merchandise was made and that our standards are being enforced – often a problem with lower-priced goods.

Follett will continue to reevaluate our assortment to look for other opportunities to bring both out student and alumni customer what they are looking for in the campus store.

### **J10c. Describe your company's plans to sell caps and gowns, graduation regalia and related merchandise.**

Graduation is a treasured event, and the campus store provides graduates and their families with the best selection of amenities and merchandise. Our vendor partners provide unparalleled product assortment and flawless execution. We work directly with your campus to develop the right custom graduation packages, including caps and gowns, rings and graduation announcements. We also manage graduation fairs to make your graduation events seamless.





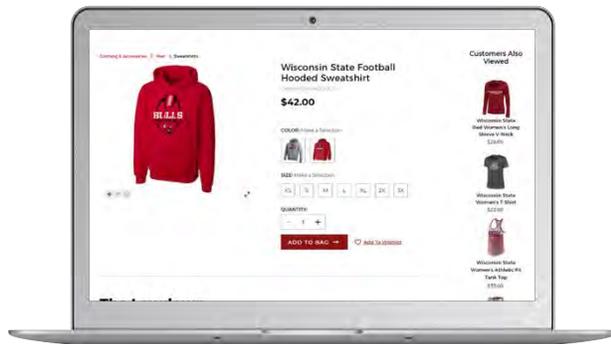
JMU Bookstore supported JMU Grad Fair



### J10d. Marketing/Advertising Plan. Describe your company's marketing/advertising plan for the University Bookstore.

Retail has changed dramatically over the past few years. Today, students and other store customers have access to more information and data to aid their decision-making process than ever. And the abilities of their smartphones continue to expand.

To stay ahead of these rapid changes, we enable your campus store with a website for one-stop shopping with same-day delivery, hyper-local products and customization options. This robust online presence fortifies your store's brand, while extending sales opportunities.



We also make sure your website is competitive with other outlets. Follett leverages your school's brand positioning and pairs it with our expertise in collegiate retailing to market the JMU Campus Store as "THE" place to purchase the items needed to support a student's academic, athletic and personal journey. It includes the course materials needed for class, which are selected by local educational leaders and backed by knowledgeable store resources, as well as an

institution-focused and branded, curated collection of general merchandise. Your campus store is then positioned as the best place to find *everything* related to your school.

We adapt our proven marketing programs that leverage collegiate retail best practices and customer purchasing data to drive traffic to the JMU Campus Store. And although each of our campus stores is unique, there are commonalities and shared customer behaviors that allow us to leverage marketing tactics and campaigns at scale, elevating your brand further.

Follett draws on behavior patterns and analytics of its 20-million student, parent, faculty, fan and alumni base across 1,100+ physical locations and 1,800 online storefronts to provide balanced samples of every kind of customer. We evaluate these insights to make the best data-driven decisions for your campus store.

**Follett draws on behavior patterns and analytics of its 20-million student, parent, faculty, fan and alumni base across 1,100+ physical locations and 1,800 online storefronts**

Utilizing Follett’s strength and marketing expertise, the James Madison University Campus Store will deliver the premier collegiate brands and merchandise selected specifically for your institution, marketed to the appropriate audience and presented where your customer wants to shop — online and in-store.

**Understanding the Customer Journey**

Follett’s approach is integrated and omnichannel, meaning we understand a customer’s shopping journey is often via a combination of online and in-store touchpoints, both on campus and off, so the experience must be consistent and seamless from channel to channel. Our marketing programs often have an initial online component — where an increasing share of all retail journeys now originate — and allow customers options to hop between the online and physical world, drawing the customer into the store experience.

**Marketing for Today’s Customer**

**Optimizing the Shopping Experience with Innovation**

The days of campus newspaper ads are long over in favor of measured, data-informed, individually targeted messages to potential customers precisely as they are forming purchase decisions.

Follett integrates cutting-edge behavioral technologies with customer data and school systems to better target and maximize store traffic. This data enables personalization — the key to resonating with your audiences and improving results. Follett’s professional marketing teams help you effectively compete against even the biggest online players such as Amazon, Walmart, Chegg and Fanatics.



**Student Customer Journey**

Most students start their higher education experience as expert shoppers but novices in navigating the college course materials purchasing process. A Follett-managed campus store introduces each new class of students to the process and choices available, with the goal of helping them achieve the best value in course materials and be prepared on day one. Follett believes student preparedness is the starting point to academic success and is an expert at coordinating store systems and data to simplify the process for the customer. Follett designs campaign frameworks to draw new students in, using local staff to customize these frameworks so that they best integrate into your campus plans and systems.

### ***Student Marketing Example: Acceptance Letter Program***

Being accepted into the college of choice is a major milestone. This often inspires the future student — or parent — to purchase branded merchandise from that school. The campus store is ideal to fill this need. Follett's Acceptance Letter Program uses this opportunity to introduce the campus store and capture new customer data for marketing. It leverages refined messaging and campus-specific branding to drive the sale at the store site, rather than a mass merchant. It also leverages a campus partnership, sending a promotional offer in materials sent to new students that can be redeemed at the store or online.

### ***Student Marketing Example: New Student Program***

New Student Orientation can be an overload of information and challenges. Follett's New Student program introduces students to store services and course materials options. The campaign is flexible so it can be adapted and integrated into most orientation programs — from a presentation to new students and parents to assets that can be included in orientation materials or even integrated into nametags. The program pushes a store discount to gently inform without overload, while also collecting contact information so we can send course materials reminders when the time is right.



### **Duke Alumni & Fan Customer Journey**

As students graduate, we continue to provide the apparel, accessories and gifts that help them show their school pride. Through our deep relationships with alumni associations, the campus store actively supports alumni activities and programs and creates exclusive offers and promotions for members. Institutions with strong athletic followings also bring a spirited fan base. We will develop a marketing plan that is specific to your school's alumni and fan purchasing profile.

### ***Alumni Marketing Example: Alumni / Donor Offer***

At many Follett partner campuses, the alumni association or advancement department looks for offers for potential donors. At the same time, this group is a prime market for the campus store. A partnership between these groups is a smart tactic. The school is able to retain control of donor lists and contact them directly, but the Follett store is able to offer a discount to an email address. This results in increased donations and sales, while introducing new products and promotions as they are launched.

### ***Fan Marketing Example: Season Ticket Inclusion***

Follett partners with athletic departments to include spirit offers within mailings for tickets or other physical or digital materials sent to fans. A successful tactic here is to offer free pick-up of website orders in the store on game day. This allows fans to pre-shop online while bringing them into the physical store where they can view the full selection. The program can be shaped as "VIP access" with strategies to bypass the crowds often in the store on a game day.



## Faculty & Staff Partnership Journey

Relationships with faculty and staff are key to store and student success. The most important factor in successful customer traffic generation is ensuring the store has on-time course materials requirements for book adoptions. Without this, prices will be higher, used and rental resources may not be available and shelves could be bare. This may cause students to skip the campus store and look elsewhere for their materials from that point forward.

To mitigate this and build a solid relationship with faculty and other course material decision makers, the store hosts a series of events and programs that encourage faculty and staff to get to know the store and manager. All parties should have an understanding of the store's timing and rationale for adoptions — and the financial ramifications for students when the store does not receive an on-time adoption.

## Offline Marketing, Events & Campus Activities

### Ensuring your Institution is Top of Mind, All Year Long

Your campus community is a blend of young adults, return-to-school adults, tenured professionals, fans, alumni and support staff. We look to provide the entire community with the tools they need to have a successful academic day, week, term and year. We reinforce marketing efforts through hosted, in-store events.

Our local team starts by participating in campus-hosted events, including Orientation and Welcome Week. We then cascade those into in-store events that connect the store with the campus community.



Campus engagement should continue beyond the event. Follett will help celebrate each success with publicity and photographs. We will then work with your campus communication offices to post images, issue press releases and promote JMU Campus Store community success.

## The Campus Market, Evolved

### Going Beyond Traditional Retail Marketing Tactics

Historically, a physical location on campus was enough to guarantee access to the campus customer community, a reason why sales commission is frequently referred to as “rent.” (The bookstore operator was simply renting the location in the middle of the community.) But as online retail has grown, physical presence on campus is no longer enough to guarantee campus market share.

Today’s marketing foundations for the campus store have evolved from just prime location and events to include thoughtful integrations to the school that move online customers through processes and guide them to the store where appropriate. This is what keeps customer traffic in the campus store channel, and within the school commission income stream. Follett’s overall marketing message strives to show customers the store experience as simple and straightforward — and greatly more enjoyable than the mass merchant.

### Digital Marketing and Integration

Follett’s digital marketing program touches customers at all points of their journey. These efforts are based on the consumer data profiles we build using transactional, behavioral and other data. Our campus partners assist in building these customer profiles by providing email address information for each incoming class. Follett develops campaigns that promote various categories, products and sales events to drive traffic to the campus store, both online and in-store, throughout the year. Follett partners with industry-leading agencies to provide best-in-class digital advertising to extend visibility.

### Follett Discover

Many people are surprised to find Follett Discover in the “Marketing” section. But marketing really is just traffic generation and Discover integrations between school and store are key in the modern campus store model. This integration helps students take their own specific course information and carry it with them electronically to the store to populate a cart of materials needed. This system ensures the correct materials are available from the first day of class through the faculty adoption process, and students come prepared with everything needed.

### Discover marketing example: sample customer process flow

**Campus System**  
(LMS or Registration System)



**Specific customer  
course data flow**



**Custom store  
website page**  
populated with specific  
courses necessary

A great example is an integration of the campus registration system (and/or LMS) with the campus store that allows a seamless path to find the course materials to fulfil individual student needs. Customers are guided through marketing tactics developed specifically around these experiences.

### School Store Web Links

Follett recommends that partner schools code their primary websites for optimal “search” of the campus store. Additionally, there should be prominent links to the store from relevant main website content, including course listings, athletic event pages and others. Schools utilizing recommended links **generally deliver 30% of the store’s online traffic**. These links are also critical to Google and other search engines, identifying the store as the “official” retailer and ranking higher on search engine pages.

**Links Marketing Example: Sample Customer Process Flow**



**Search Engine Optimization and Organic Search**

**Maximizing Visibility to Drive Traffic and Deliver Results**

Search engine optimization (SEO) is an online marketing strategy used to increase the visibility and traffic from search engines such as Google, Bing and Yahoo to the campus store website. SEO tactics improve “organic search” — the natural search result listings that advertisers cannot pay for. While Google and Bing search algorithms are proprietary, Follett uses best-in class digital agencies and other tools to optimize search for the store website and makes recommendations for campus-side website links and coding that improve positioning in organic search. Your JMU Campus Store website currently has the advantage of being on a domain (bkstr.com) that has been active for more than 20 years building equity with the search engines. Moreover, your store’s website will have a favorable position with search engines as a result of our mobile-responsive website and incoming links from thousands of school websites from other partner institutions.

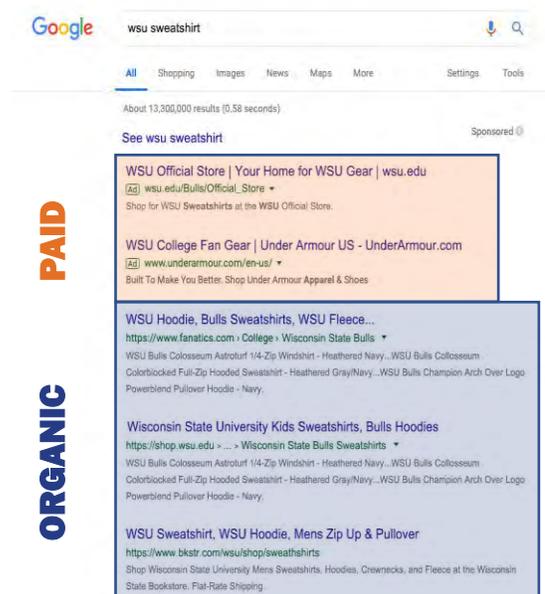
**Paid Digital Advertising**

Paid digital ads can take many forms and are used to drive traffic to your store website. Specific varieties of paid digital ads are continuously optimized by Follett’s digital marketing team as well as several outside specialists. New digital advertising options are constantly being introduced and integrated into the campus store mix. Several of the key paid digital tactics include:

**Search Engine Marketing**

Paid keywords produce the Google and Bing search engine results at the top of the results page. Follett’s paid search engine marketing (SEM) (also called “keyword marketing”) program serves ads on results pages that target and connect with customers from early in their exploration all the way through the point of conversion. This connects your store’s products and services to what the customer is searching for.

Over the last several years, Follett has built thousands of paid search campaigns that can be deployed based on the various products, services and events your store offers. SEM ads are optimized using factors such as geography, browsing behavior, customer segments and seasonality. Investment is focused on campaigns and keywords that drive the most revenue for the store and are optimized, or adjusted, daily.



### Programmatic Display Advertising

Display advertising delivers personalized ads to targeted customers through various websites, such as ESPN and *The New York Times*. With access to 200+ million people on our advertiser network, we utilize this channel to keep your store top-of-mind for all customer segments.

Follett also makes sure that creative is personalized with the bookstore logo and school colors. Ads dynamically feature your store's most popular products in a rotating carousel. Messaging is updated throughout the year to drive awareness of important store promotions.



### Product Listing Ads

Product listing ads extend your store's footprint by syndicating the product catalog beyond the store's website to various Google properties:

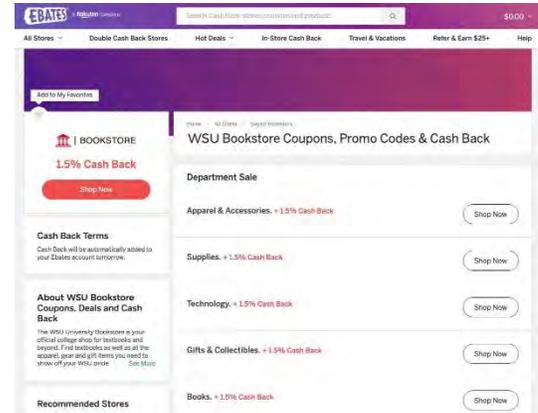
- Google.com
- Google Display Network
- Gmail
- YouTube

This channel allows both new and existing customers to become more familiar with your store's assortment of products, across both textbooks and general merchandise.

### Affiliate Marketing

Follett's affiliate partners consist of websites incentivized to promote the campus store. They often drive traffic to the store website by offering coupons, discounts or cash back to visitors. Popular affiliates include websites and apps such as Rakuten, Groupon, Honey and RetailMeNot.

Follett is part of a robust affiliate network, which enables us to quickly take advantage of new partnerships as well as reward partners that are driving the most revenue. Follett's affiliate marketing program consists of 30+ active partners and is growing.



### Paid Social Media Marketing

Paid social media campaigns are ideal for growing brand awareness and ultimately generating sales. Follett uses these to gain access to more qualified targeted audiences and extend reach beyond followers of the campus store's social media page.

Follett’s paid social campaigns run across both Facebook and Instagram, targeting both new and existing customers. Dynamic product ads target cart abandoners and recent website shoppers. Prospecting ads target new customers with known school affiliations.

### Non-paid “Organic” Social Media

As the collegiate retail marketing landscape continues to change, so does our social media strategy. Organic social media traditionally performed well without planning. But with the proliferation of channels, the strategy has had to be revisited. Our data shows that engagement in this channel is low because the campus store typically does not have a strong following. This is due to it being white-labeled to the school name, and without the economy of scale of national brands. Our organic social strategy leverages the institution’s social media channel, creating engaging and sharable posts that drive new interest. This helps to build more institutional brand awareness and connects the institution more closely to its campus store.



### Video Marketing

People are watching more video than ever, across desktop, mobile, TV and social media. Video campaigns build brand equity while driving relevant, local and timely messaging through a highly engaging medium.

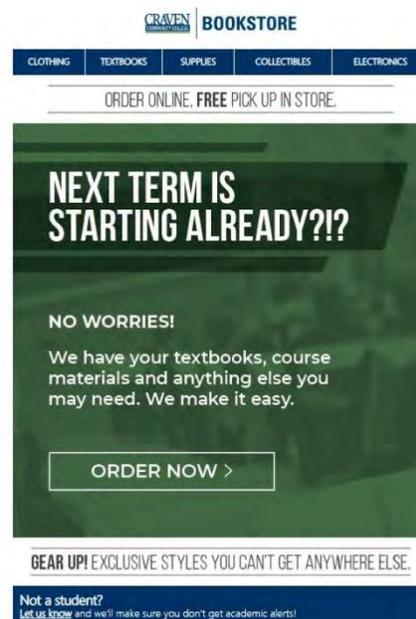
Follett’s video marketing program influences both new and existing store customers. We tap into various audiences including recent site visitors, mobile users within proximity to bookstores, prospects, known students and high-propensity purchasers.

### Email and SMS Marketing

#### Staying Connected to Customers Throughout your Campus Community

Email and SMS (text) messaging continue to evolve and are important marketing channels for the campus store. Email and SMS differ from other digital advertising because legislation limits how retailers use and maintain customer lists. Generally, tactics are limited to communicating with existing customers rather than targeting new ones. School-provided student email lists allow this effort to be expanded, which helps capture new students as they enter the school or purchase their initial course materials.

Follett continues to refine its SMS strategy, building customer trust so that additional data (phone numbers, etc.) can be captured to better craft marketing messages. The most successful SMS campaigns focus on transactional messaging such as orders being available for pick-up.



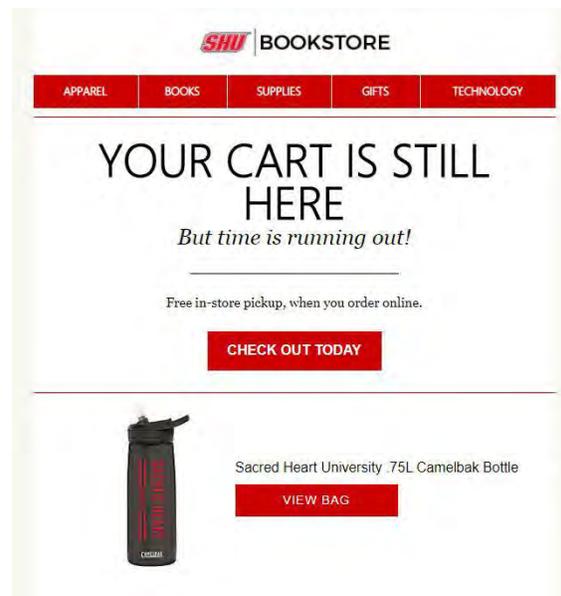
### Email Marketing Example: Term-Start Email Series

Follett’s marketing team designs and deploys a term-start email series several weeks before classes start through several weeks into the term. This series utilizes advanced tools such as send time optimization, which sends the message to specific customers at times that person is most likely to open messages. It also uses experiences from previous email interactions to determine if and when to send additional messages.



### Email Marketing Example: Auto-generated Email Campaign

Auto-generated emails are messages sent based on specific customer behaviors and actions. The most common example is an abandoned cart email, which is triggered if a customer starts an online transaction but does not complete it. This message is very effective at keeping a customer in the campus store channel rather than losing them to a competitor. Other examples of auto-generated emails include emails notifying when specific course materials are available, and well as financial aid availability. These one-to-one messages may require the campus to provide customer data so the store can contact these customers.



### Email Marketing Example: Coupon Loop

Nearly all store discounts are run through what we call a coupon loop. In this process, the customer is asked to sign up for the discount on his/her mobile device, and we instantly email a coupon code that can be used in-store or online. This helps drive an immediate sale, while collecting a valid email address for ongoing marketing.



### Measurement & Analytics

Follett takes a holistic approach to measuring the effectiveness of its marketing investment for your store. While most advertisers focus on the last touchpoint before purchase, our algorithmic attribution model collects all touchpoints of a consumer journey and determines the role they play in each purchase. It uses machine learning to adapt to shifting customer preferences and tendencies. This allows us to uncover new marketing opportunities, avoid wasteful marketing tactics and maximize return on investment (ROI).

# CUSTOMER FACING MARKETING CALENDAR

*Note: General Merchandise sale and clearance events are tentative and subject to change based on business needs.*

	January	February	March	April
<b>Textbooks</b>	JBTS Textbook Info		Mid-Terms	Rental Return & Buy Back
<b>General Merchandise</b>	Additional 25% Off Clearance	Valentine's Gifts	Clearance	Graduation Regalia, Gifts & Diploma Frames
<b>Events</b>		Hats off to Reading w/ Dr. Seuss	The Great American Read	Faculty & Staff
	May	June	July	August
<b>Textbooks</b>	Rental Return & Buy Back	Summer Term	Summer Term	FBTS Textbook Info
<b>General Merchandise</b>		Clearance	Clearance	Clearance
<b>Events</b>	Commencement			New Student/Faculty
	September	October	November	December
<b>Textbooks</b>	FBTS Textbook Info	Spring Faculty & Staff Events		Rental Return & Buy Back JBTS Text info
<b>General Merchandise</b>	September Sale	October Sale	November Sale Thanksgiving/Cyber Sale	Gifts
<b>Events</b>		Star Wars Reads	Holiday Event	Holiday



## K. Tender Types/Discounts

---

Follett understands and agrees to items #1 through #5.

### **K6a. Describe the tender types your company will accept at the University Bookstore.**

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To support shopping ease, whether in-store or online, Follett accepts cash, checks and all major credit cards, including VISA, MasterCard, American Express, Discover Card, Apple Pay and Samsung Pay. Follett has recently added PayPal and PayPal Credit to our online marketplace tender types. We also accept financial aid as well as approved department charges, and we can interface easily with your campus-branded card system.

## L. Technology

### **L5a. Describe your plans for computerization, automation, technology, point-of sale systems (POS), etc., and explain how implementation of these plans will benefit the University, the University Bookstore, and the campus community.**

Follett currently utilizes the Oracle point-of-sale (POS) system in all of our campus stores. This system serves as the backbone of our in-store shopping experience. It has allowed us to quickly execute the sale while streamlining the back-office inventory function.



Follett's Oracle POS system provides the flexibility, responsiveness and scalability required to meet our demanding store requirements, allowing us to increase efficiency, promote loyalty, improve customer service and enhance profitability.

The Oracle POS delivers your customers a hassle-free shopping experience. Specifically, it provides for the following:

- Capability to email receipts in order to support sustainability, while also allowing opt-out functionality.
- Ability to phone-tag a customer to a transaction, resulting in receipt-less refunds and servicing. Follett's Oracle POS system can search for transactions by credit card number, phone number, student ID number and serial number.
- Price matching on all transactions, ensuring your campus customers will always get the best prices.
- Supports multiple promotions simultaneously based on store assortment.
- Electronic signature captures, prints, retains and retrieves signed receipts.
- Intuitive user interface speeds team member training, resulting in improved throughputs for faster lines.
- Realizes Accounts Receivable billing and payment functions.
- Provides reporting/analytics on sales, promotions and transactions.
- Custom integration has been built into Follett's POS and is certified by Apple to automate the Apple DEP sales and enrollment process. It greatly simplifies the sale and initial device setup, using both the POS and the back-office solution to complete enrollment.
- Robust architecture allows for real-time integration capabilities.
- Enables mobile, omnichannel extensions, servicing customers anywhere, anytime.
- A centralized transaction database (Central Office) allows us to retain data for up to seven years.
- Ensures PCI compliance; when cards are inserted, everything is tokenized immediately.
- Offsite (online and offline) capability, making it easy to sell merchandise anywhere, anytime.



**Processed over \$288M in total sales**



**Handled 3.3M sale transactions and 138K return transactions**



**Collected 6K email addresses**

## Integration

Connecting Students to Support, Access and Resources with Ease



### Financial Aid Integration

Follett supports two forms of financial aid integration to enable your students to secure the course materials and resources needed to be successful. Both our Follett Hosted and Campus Card Integration programs bring benefits to your institution and students.

 Benefits for your institution	 Benefits for your students
Improves operational efficiencies	Simplifies course material purchasing
Improves value proposition for students	Simplifies financial aid processing
Increases campus store revenues	Increases the efficiency of the campus store, so your students can get in and out with the course materials they need as quickly as possible

### Follett Hosted Integration

The Follett Hosted Integration System is a file-type integration solution that streamlines the integration process for campuses and provides your students access to course materials quickly, conveniently and effectively, no matter what type of financial system is used by the school. Receivable integration connects your institution's student accounts system to the campus store's POS system. With this connection, student purchases of course materials and other approved campus store items will be immediately deducted from the student's financial aid account. This is a 24x7 processing integration that provides value to the campus and students by making financial aid funds available within minutes of a file load.

Adds/drops/changes to a student's credit limit may also be sent via file load to ensure proper amounts are made available, cutting down on paper vouchers and improving accuracy and reporting to our campus partners.



### Campus Card Integration

The integration of campus cards in the campus store allows transactions to be paid using the campus card. When a campus card is used, the store POS system will automatically and directly contact the campus card system for transaction authentication and approval.



### Technical Support

At Follett, we recognize that technological aptitude is critical to the success of the campus store. We employ highly experienced information technology (IT) team members who are dedicated to operational development and deployment of our systems and provide 24/7/365 monitoring and support. In addition to internal resources, Follett leverages technology from industry-leading vendors, including AT&T, Cisco, IBM, Microsoft, Oracle and JDA.

Follett's IT staff includes certified subject matter experts for all our technology. Additionally, we require our vendor partners to provide on-demand technical support for business continuity. This ensures that we have rapid-response troubleshooting and that campus store systems are always online.

### Backup Systems

Follett stores connect to our global backup systems that are held in two separate, high-security, third-party data centers using a private, secured, local area network. This network has multiple redundant and diverse paths to our primary and backup data centers, ensuring that Follett stores can continue to operate seamlessly, regardless of what may be happening on campus.

Follett's in-store POS and inventory management systems run on high-availability servers, designed to operate even if internal components fail (redundant power supplies, mirrored hard drives, etc.). Data is automatically and securely backed up nightly. Global backups are performed at our corporate data centers, and in-store on fire-resistant and waterproof systems. This technology environment enhances our ability to recover data even in the face of natural disasters.



## Reporting / Customer WorkBench

Follett provides campus personnel (academics, registrar, textbook coordinators and finance department) the pertinent data they need to monitor all the online bookstores operations.

We are excited to offer our latest product, Customer WorkBench, a virtual Business Intelligence portal powered by Microsoft Power BI. Customer WorkBench provides Follett's campus partners with a real-time view into the most important areas of the campus store business. This example Collected Sales report shows sales by department for any timeframe with a performance comparison to last year.

Customer WorkBench produces an unprecedented level of transparency and collaboration between Follett and our campus partners.

Follett		Campus				Bookstore				Sales Date Range			
		Your Campus				Your Bookstore				4/1/2018 9/6/2018			
Sales Units													
Department	In-Store LY	In-Store TY	In-Store Diff	In-Store Var/LY	Online LY	Online TY	Online Diff	Online Var/LY	Total LY	Total TY	Total Diff	Total Var/LY	
Clothing	31,780	36,380	4,600	12.64 %	3,473	5,077	1,604	31.59 %	35,253	41,457	6,204	14.96 %	
Computers	4,201	5,048	847	16.78 %	149	172	23	15.44 %	4,373	5,197	824	15.86 %	
Convenience	16,805	17,248	443	2.64 %	91	129	38	29.46 %	16,934	17,339	405	2.39 %	
Digital Format Text	203	964	761	374.88 %	583	2,306	1,723	295.54 %	786	3,270	2,484	316.03 %	
Gifts	17,428	20,944	3,516	16.79 %	1,470	1,627	157	9.65 %	18,898	22,571	3,673	16.27 %	
New Text	15,112	19,516	4,404	22.57 %	4,693	5,023	330	6.57 %	19,805	24,539	4,734	19.29 %	
Supplies	29,105	30,982	1,877	6.06 %	792	1,015	223	28.16 %	30,120	31,774	1,654	5.21 %	
Text - Rentals	9,084	10,758	1,674	15.56 %	5,185	5,214	29	0.56 %	14,269	15,972	1,703	10.66 %	
Trade	2,895	3,844	949	24.69 %	83	219	136	62.10 %	2,978	4,063	1,085	26.70 %	
Used Text	3,892	4,378	486	11.10 %	1,465	1,565	100	6.39 %	5,357	5,943	586	9.86 %	
<b>Total</b>	<b>131,709</b>	<b>148,858</b>	<b>+17,149</b>	<b>+11.52 %</b>	<b>19,953</b>	<b>20,378</b>	<b>+425</b>	<b>+2.09 %</b>	<b>151,662</b>	<b>169,236</b>	<b>+17,574</b>	<b>+10.38 %</b>	
Collected Sales													
Department	In-Store LY	In-Store TY	In-Store Diff	In-Store Var/LY	Online LY	Online TY	Online Diff	Online Var/LY	Total LY	Total TY	Total Diff	Total Var/LY	
Clothing	\$942,653	\$1,030,227	\$87,574	8.50 %	\$91,666	\$125,155	\$33,489	26.76 %	\$1,034,319	\$1,155,382	\$121,063	10.48 %	
Computers	\$642,280	\$642,765	\$485	0.08 %	\$35,185	\$47,328	\$12,143	34.51 %	\$677,950	\$689,608	\$11,658	1.72 %	
Convenience	\$519,839	\$599,841	\$80,002	15.39 %	\$426	\$1,158	\$731	171.47 %	\$520,265	\$600,999	\$80,734	15.52 %	
Digital Format Text	\$11,029	\$58,174	\$47,145	427.46 %	\$27,934	\$110,225	\$82,291	294.59 %	\$38,963	\$168,399	\$129,436	332.20 %	
Gifts	\$226,362	\$262,754	\$36,392	13.85 %	\$48,899	\$49,579	\$680	1.39 %	\$275,941	\$311,653	\$35,712	11.46 %	
New Text	\$1,286,442	\$1,733,363	\$446,921	25.78 %	\$450,587	\$470,285	\$19,698	4.19 %	\$1,737,029	\$2,203,648	\$466,619	21.17 %	
Supplies	\$167,259	\$167,381	\$122	0.07 %	\$7,862	\$8,722	\$860	10.94 %	\$175,243	\$175,981	\$738	0.42 %	
Text - Rentals	\$303,991	\$408,865	\$104,873	25.65 %	\$147,463	\$161,250	\$13,787	8.55 %	\$451,455	\$570,115	\$118,660	20.81 %	
Trade	\$44,912	\$56,803	\$11,891	20.93 %	\$1,500	\$3,702	\$2,201	59.47 %	\$46,412	\$60,505	\$14,093	23.29 %	
Used Text	\$220,811	\$238,265	\$17,454	7.33 %	\$79,364	\$86,661	\$7,297	8.42 %	\$300,175	\$324,926	\$24,752	7.62 %	
<b>Total</b>	<b>\$4,492,725</b>	<b>\$5,071,291</b>	<b>+\$578,566</b>	<b>+11.41 %</b>	<b>\$987,592</b>	<b>\$967,360</b>	<b>+\$20,232</b>	<b>+2.09 %</b>	<b>\$5,480,317</b>	<b>\$6,038,651</b>	<b>+\$558,334</b>	<b>+9.25 %</b>	

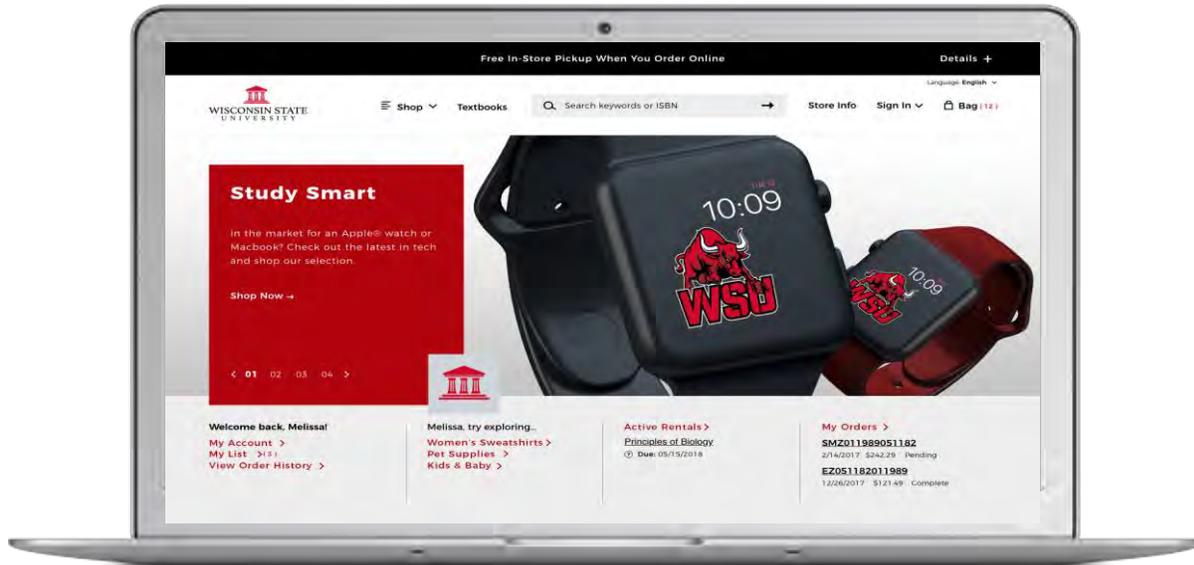
The Customer WorkBench can help guide your campus store business or can be used to dive deep into daily business transactions. Simply put, the Customer WorkBench is the gateway to operating data and management information and can help to ensure your virtual bookstore is meeting the needs of all the stakeholders.

### L5b. Indicate your company's commitment to work with the University to implement the JAC Card in the Bookstore.

As your current campus store partner, Follett is fully implemented and accepts the JAC Card in the campus store and the campus store web site.

## L5c. Website/E-Commerce Plans.

Follett is higher education's largest campus retailer and a hub for school spirit and community, operating more than 1,100 local campus stores and 1,800 virtual stores across the continent. Follett's eCommerce platform simplifies the online ordering process to maximize student access to campus-specific course materials while driving online sales for each partner. Follett's breadth of experience in managing and operating robust and dynamic campus store websites is unparalleled.



Follett's omnichannel vision merges "bricks and clicks" to deliver the products and services that our customers want, when and where they want them. Students can order their books online and have them shipped directly to their residence or pick them up in the campus store. And, unlike competitor programs, all revenues generated through your JMU Campus Store website are credited back to your campus store. So, the success of the online experience adds to your bottom line. We are dedicated to developing flexible technologies that streamline the acquisition and access of materials for the entire campus community. We are simplifying processes to enhance the campus experience — from enabling customers to seamlessly purchase and reference digital course materials within institutional learning management systems to browsing the latest technology and popular spirit apparel — all from the comfort of their homes or dorms.



**Web Halo Effect to Store - Drives Significant Foot Traffic**  
Rush In-Store Pickup Rate:  
**75%**



**Follett in IR Top 100: Internet Retailer Rank**  
(2019)

**#92**

**40M** **2.3M** **5.7M**  
visits/year orders/year units/year



**Mobile Fast Growth**

**39%** of total traffic  
Up **+12%** vs PY



**Industry-High Conversion Rates**

During Rush: **10%**  
Annualized Rate: **7.7%**  
*\*Desktop only*



**Web Average Order Size = 3X Larger than Store**

Web = **\$134** vs Store = **\$42**



**High Organic (Free) Traffic due to .EDU Relationships**

**26%** of Traffic is Organic (Free)

### Follett's Ecommerce Transformation

Follett has launched the first phase of its \$50M "eCommerce Transformation" project. This multi-phase, multi-year investment places Follett at the cutting edge of online retailing.



With our Transformation project, we are enhancing our technology platform, making the Follett eCommerce solution **hyper-responsive** to the unique brand of each of the **1,800 college campus web properties** we manage. The customizable user interface is a **'mobile first'** strategy and supports faster releases and agile site management, allowing us to respond quickly with localized content that drives the priorities of each campus on a **real-time basis**.

Roe McFarlane  
Follett, President,  
Follett Higher Education Group



## PLATFORM TRANSFORMATION

### ARCHITECTURE/ ENVIRONMENT

#### PLATFORM:

Migration to Websphere Commerce v9

#### ENVIRONMENT:

Move from On Prem to Cloud

#### HEADLESS COMMERCE:

Decouple Content Creation from Display

#### MICROSERVICES:

Break Monolithic Functions into Reusable Services

#### SINGLE PAGE APPLICATION:

Faster Load Times, Smoother Transition Between Pages

#### SEPARATE CONTENT MANAGEMENT SYSTEM:

Install Adobe Experience Manager (AEM); Less Dependence on IT for Frontend Changes + Greater Flexibility

## INNOVATIVE FEATURES



### GENERAL MERCHANDISE

- Robust Product Content, Descriptions, Attributes
- Enhanced Product Badging
- Quick View on Browse + Search
- Wish List on GM + Text
- MITe Replatform – Flexible Design for Additional Attributes, More Frequent Product Updates



### TEXTBOOKS

- Multiple Course Book Selector
- Shop by Student ID
- Begin Textbook Search on Homepage
- Visually Highlight Rental Savings
- Less Click to Purchase (Cut in Half)
- Simplified Rental Checkout
- In-Store Rental Accounts on eFollett
- Online Buyback Supported by Valore



### PAYMENTS/CHECKOUT

- Ability to Save Credit Cards
- One Page Checkout
- Save for Later
- Alternative Payments (PayPal)
- Credit Card Tokenization



### PERSONALIZATION

- Personalized Homepage User Dashboard
- Intelligent Cross Sell Zones
- Alert Notices



### FINDABILITY: SEARCH + BROWSE

- Dynamic Menu
- Faceted Search
- Search Auto Suggest



### RESPONSIVE ECOMMERCE

- Fully Responsive Design
- Drives Increased SEO (Search Engine Optimization)
- Faster Development Cycle

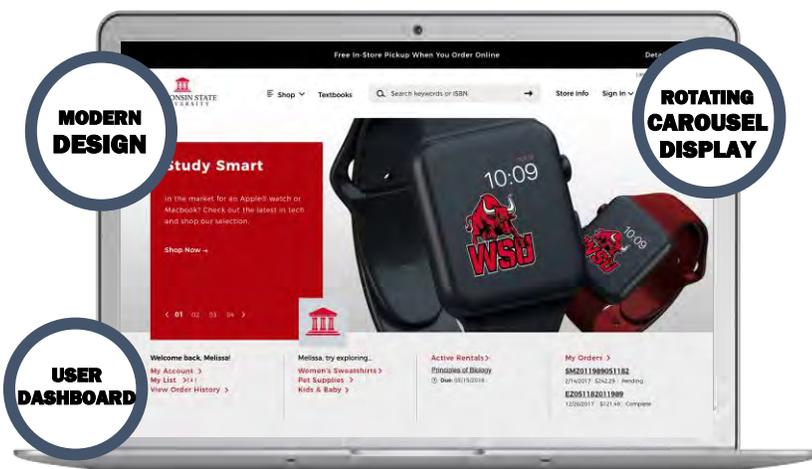


### CONTENT STRATEGY

- Customized content
- School branding pervasive throughout the site experience – pulling in essence of college experience
- Pivoting from purely transactional experience to experiential

## ECOMMERCE

### Enhanced Homepage and Brand Extension Experience



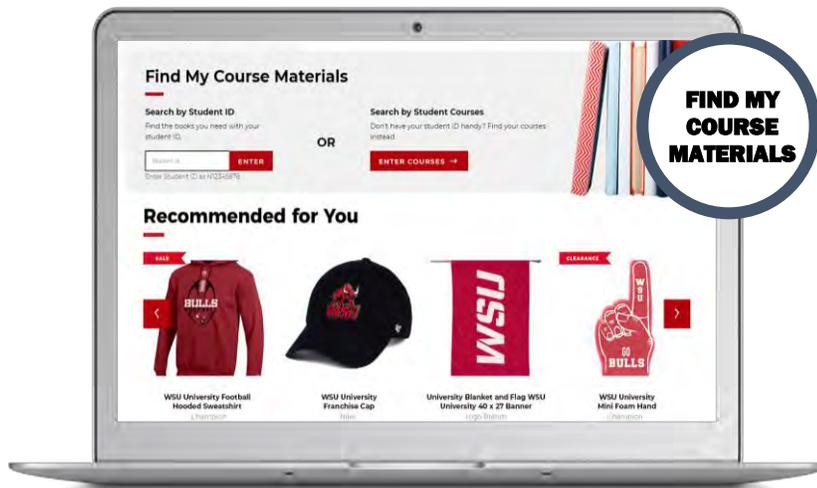
**Customized branding:** One of our primary goals is to create a branded point of entry that connects the online store with the physical store and the campus experience.

**A-Spot (Top Banner):** Branded carousel customized with school logo and colors features promotional messages, selected product groups, and milestone events such as graduation, as well as services such as textbook search.

**Personalized User Dashboard:** Elevated to the homepage, this dashboard provides a portal personalized to the student. Quick links to students' account information, active rentals and recent orders quickly let them access what is most important to them.

## Ecommerce

### Homepage Search and Recommendations

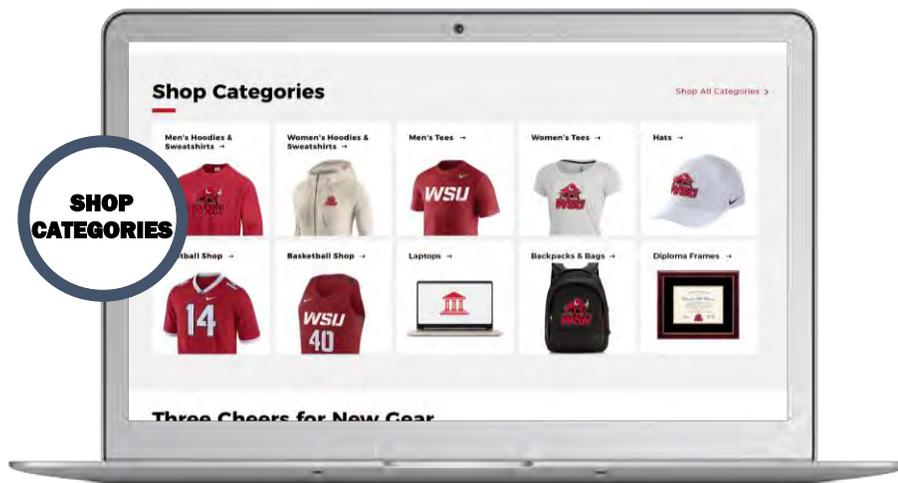


**Find My Course Materials / Search by Student ID:** Drives convenience, as it allows students to start their search for course materials directly from the homepage. For schools integrated with ConnectOnce, we offer the innovative feature, “Search by Student ID,” through which a student can see all his/her course materials simply by entering his/her student ID.

**Recommended for You:** Highly personalized product recommendations driven by an algorithmic engine that can be used in a variety of ways — from featuring items that were viewed previously or similar items others have purchased. These recommendations are layered through the site to enhance product findability.

## Ecommerce

### Shopping by Category

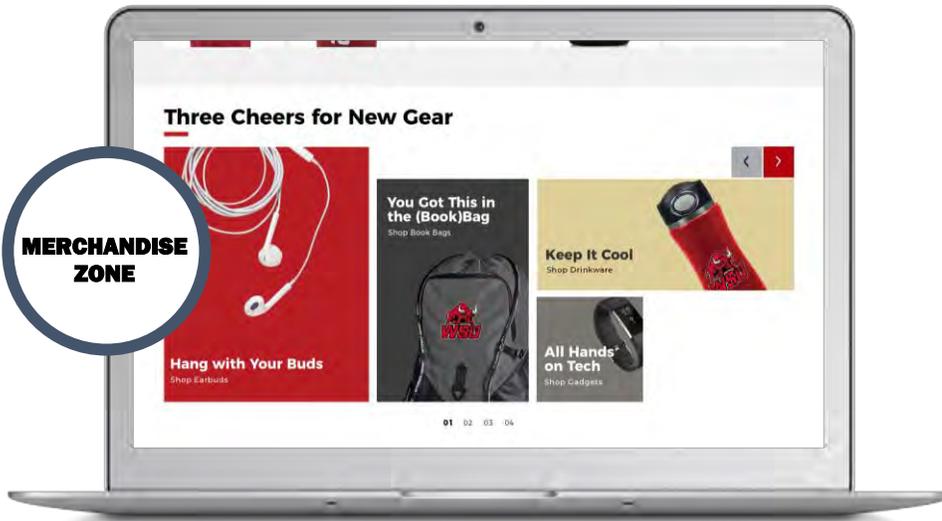


**Shop Categories:** Captures attention with high-impact merchandise visuals.

**Recommended categories are driven by an algorithmic engine,** enabling items personalized to each shopper.

## Ecommerce

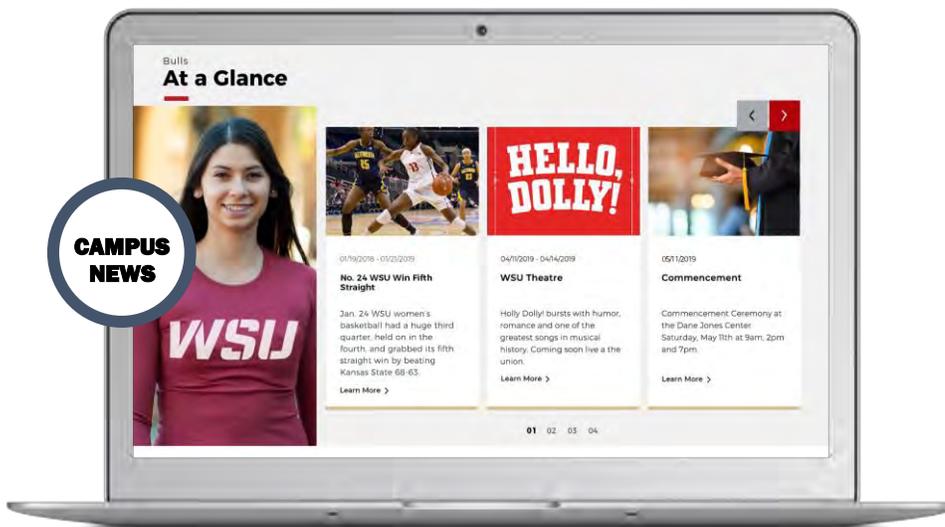
### Additional Merchandising Opportunities



**Three Cheers for New Gear:** Additional merchandising area to highlight selected individual products or product categories. Block design utilizes institution's brand colors.

## Ecommerce

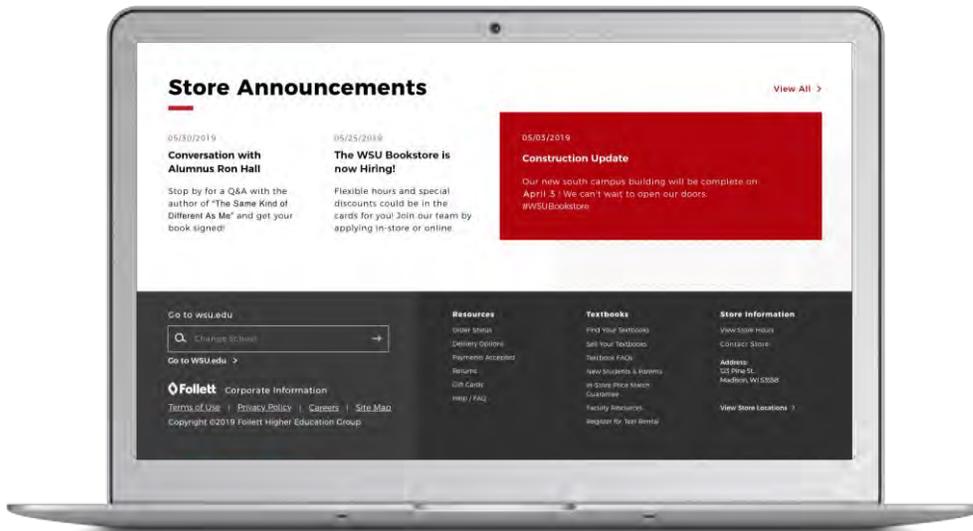
### News and Campus Headlines



**Driving the Campus Connection:** To create a tighter connection between the university experience and online store, the *At a Glance* component allows for general information or campus news to be featured on the store homepage.

## Ecommerce

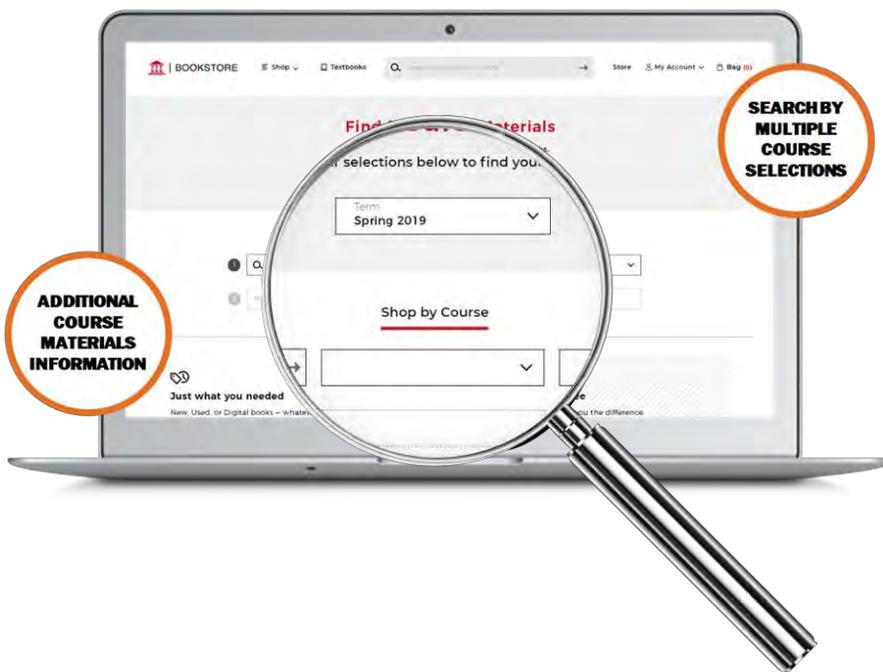
### Announcements for The James Madison University Campus Store



**Store Announcements:** Dedicated area for the store to communicate news and events. An important item can be pinned so that it will always appear on the homepage.

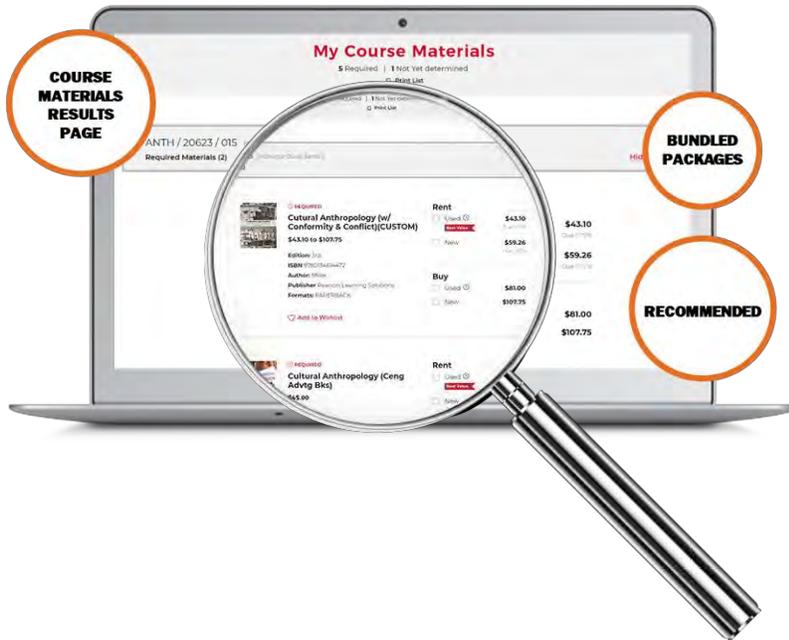
## Ecommerce

### Enhanced Course Material Search Experience



Follett makes textbook purchasing easy. We give students several ways to find their textbooks, including using a multi-class selector or entering a student ID to search for all required books. Students can also find textbooks by searching by ISBN, author or title.

Ecommerce  
Streamlined Interface



Our new design cuts required clicks by 50%, reducing the complexity of purchasing textbooks. The information hierarchy also allows for easy scanning, and ensures all information is easy to understand by both student and parent.

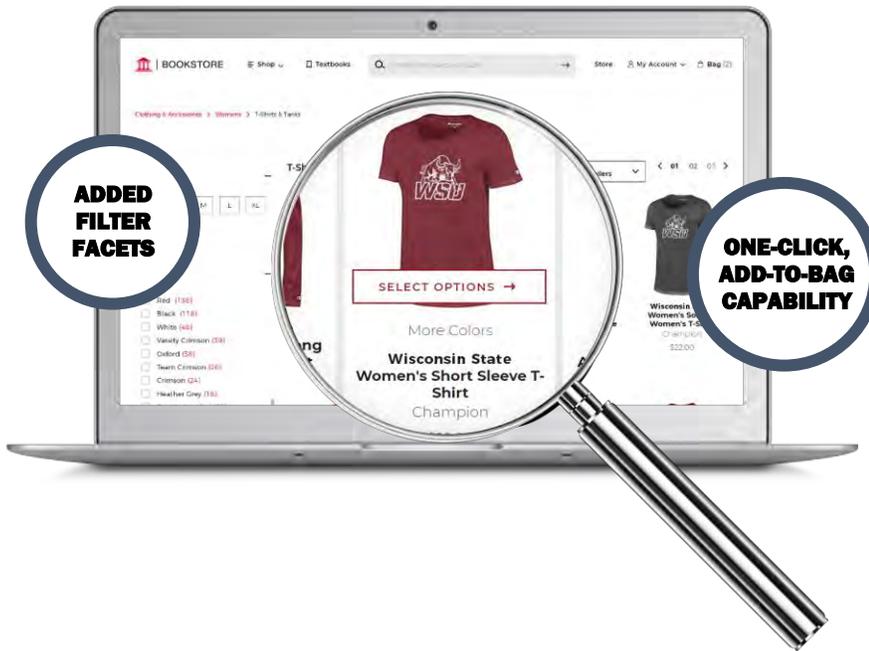
Ecommerce  
Easy Navigation



**Simplified Navigation:** Streamlined and commerce-focused, the new navigation allows for a rich shopping experience, without overwhelming the user with options.

## Ecommerce

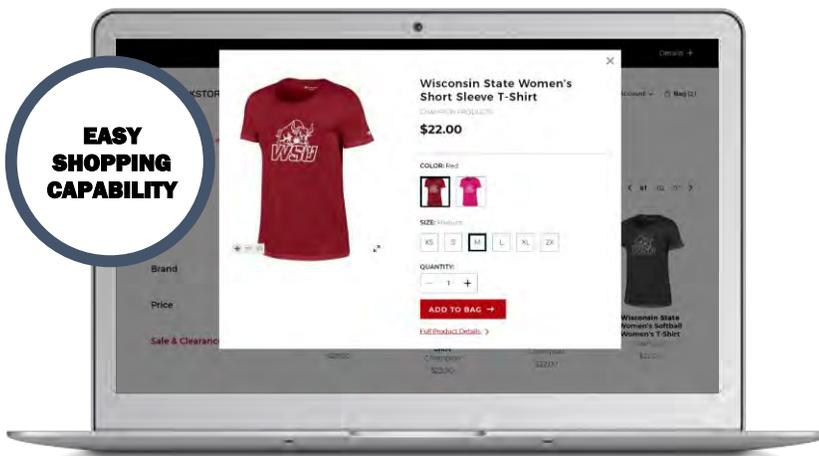
### General Merchandise Enhanced Product Presentation



**General Merchandise:** Modern, visually compelling product results page. Faceted left navigation with relevant attributes drives enhanced findability. One-click-select options and add-to-bag capability require fewer clicks, thereby simplifying purchasing.

## Ecommerce

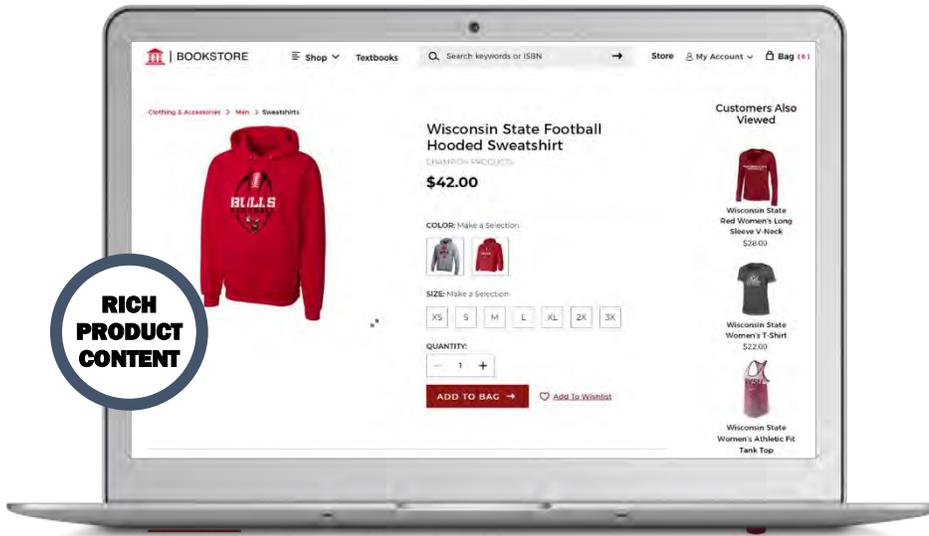
### Product Options



**Quick View:** This feature allows shoppers to easily see product variations such as size and color, make their selections and add the item to their shopping bags. This quick view showcases **large product imagery on the left with options on the right.** This particular example shows apparel, so the options are color and size. However, the design will adapt to books or electronics, with all the necessary information and fields.

## Ecommerce

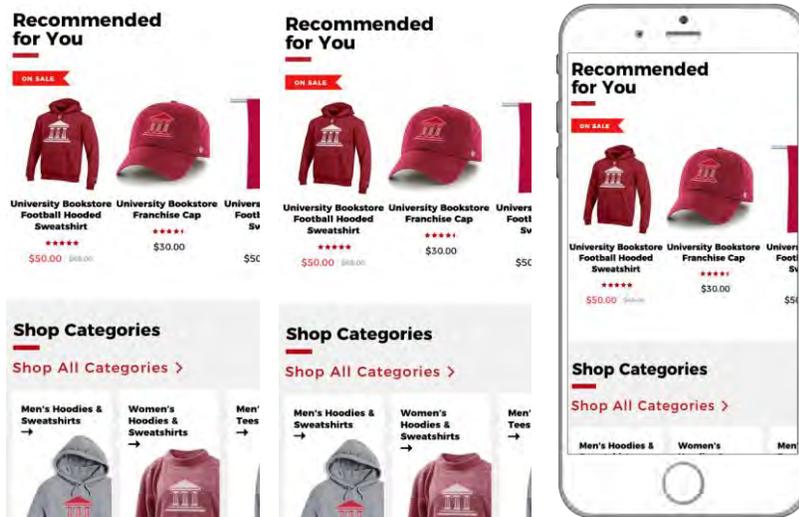
### Detailed Product Information



**Product Detail Page:** Flexible tab structure allows for up to five tabs with product information below the product image. This can include more robust product content from size charts, product attributes and product details. If visitors cannot make a desired purchase, they can also add that product to their Wishlist and share it through email.

## Ecommerce

### Mobile Optimization



With mobile commerce rapidly growing, a responsive website is vital. This ensures that we present a consistent experience to all users, regardless of device. The overarching goal is drive usability for the mobile shopper, removing any barrier to purchase. Responsive design provides a streamlined checkout process, featuring the addition of PayPal, which drives mobile conversion.

Please refer to the following pages for images of the JMU online bookstore.



### Get Your Textbooks

#### Shop by Student ID

Find the books you need with your Student ID.



Your Student ID is 9 digits in length. Example: 012345678

OR

#### Shop by Courses

Don't have your Student ID handy? Find your courses instead.



## My Course Materials

3 Required  
Print List

All Programs / Fall 2021

**1** ANTH / 195 / 0001 Instructor Care Term  
 Required Materials (2)

Delete Show Course

**2** TECH / 223E / 0001 Instructor Winter Pickwell  
 Required Materials (1)

Hide Course



**REQUIRED**  
**SQL Queries for Mere Mortals**  
**\$20.00 to \$49.99**  
 Edition: 4th  
 ISBN: 9780134856333  
 Author: Viescas  
 Publisher: Addison-Wesley Professional  
 Formats: PAPERBACK, BryceWave Format

Add to Wishlist

#### Rent

- Used 2021
- Great Value**
- New Normal Cost

#### Buy

- Used 2021
- New
- Digital Requirements

Store Hours & Pick Up or Delivery Options More +

JMU Bookstore Shop ▾ Textbooks Q Search keywords on ISBN → Store Info Sign in ▾ Bag

Clothing & Accessories (1630)

**LOOKING FOR GREEK APPAREL & MERCH?**

**GREEKFAN®**  
THE SUPREME PLACE FOR GREEK GEAR ONLINE

**Shop Now >**

**Shop Categories**

Men → Women → Kids → Accessories → Sale & Clearance →

**Category**

Men (855) Sort By: Best Sellers

Accessories (397) 01 02 03 04 32 >

Women (362)

Kids (177)

---

**Size** +

---

**Color** +

---

**Brand** +

---

**Price** +

---

**Fit** +

---

**Embellishment** +

---

**Sale & Clearance** +

---



**James Madison University Long Sleeve Dri-Fit T-Shirt**  
Nike



see more colors  
**James Madison University Dukes Dri-Fit Training 1/4 Zip Top**



**James Madison University Dukes Therma-Fit Pullover Hooded Sweatshirt**  
Nike



**James Madison University 50th Anniversary Football Long Sleeve T-Shirt**  
Retro Brand



**James Madison University 50th Anniversary Football Short Sleeve T-Shirt**



**James Madison University 2021 Softball College World Series Bound T-Shirt**



**James Madison University Women's Jacket**  
Columbia



**James Madison University Women's Flash Forward Windbreaker**

## Fulfillment

All website orders flow directly into our Order Management System (OMS). The OMS creates inventory transparency across our network, allowing us to fulfill orders anywhere, anytime and through any channel, regardless of order origin. Follett's OMS connects all Follett stores, uniting our fulfillment network while increasing assortment access and minimizing out-of-stock scenarios. Connecting store inventories also provides us with additional capabilities, such as adding direct-ship vendors to our assortments, further promoting our strategic vision of providing an "endless aisle" for our online channels.

## Customer Order Email Messages

After customers complete their online order, they receive automated emails to the email address they provide. Multiple email notifications are generated depending on the items in the purchase. The *order confirmation* is generated upon receipt of the order. Customers receive emails from account setup throughout order fulfillment, keeping them up-to-date on the status of their order at all times.

Order-related emails provide a crisp, polished design that includes campus branding. The emails include links to the online campus store and store contact details. They are optimized for easy viewing on mobile devices. For U.S.-based stores, a marketing section is included that consists of a product recommendation cross-sell zone and marketing banner to generate additional traffic to your online store and repeat purchases.



## PCI Compliance

Follett takes the security of customers' personal and credit card information very seriously and has implemented appropriate protection mechanisms. This includes comprehensive audits, data security awareness programs, strict companywide protocols and more. And we continually refine our measures as technology improves.

As a Level 1 merchant, we take a proactive approach to ensure compliance with Payment Card Industry Data Security Standards (PCI DSS) and have a proven, seven-year track record for successful PCI DSS compliance.

One of the key requirements of the PCI DSS program for Level 1 merchants is to be audited and certified by a PCI-council-approved, third-party security assessor. To comply with this, Follett has partnered with an industry-leading global security firm to assess and recertify our PCI program on an annual basis. An attestation letter of PCI compliance is available upon request.

In addition to PCI DSS compliance, we have implemented a comprehensive information security program encompassing a data security awareness program for protection of cardholder data.

All Follett team members are required to review and adhere to all security policies in the course of their job responsibilities. Compliance with these mandates is evidenced at time of employee hire — and recertified by individual team members on an annual basis as part of our "Code of Conduct."

With our current PCI program, we are confident that our customers' personal and credit card information is secure. The ongoing security of this confidential information remains our top priority.

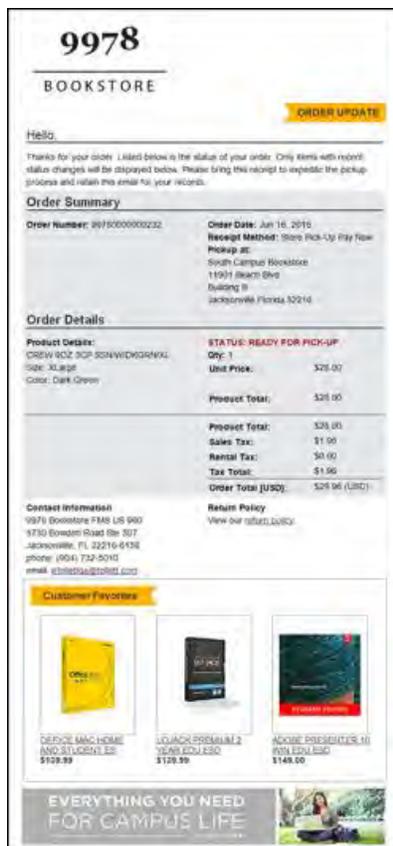
## Website Accessibility Standards

We are committed to meet the relevant accessibility standards of 2017's Revised Section 508 Standards, including Web Content Accessibility Guidelines (WCAG). In the eCommerce Transformation project, we have partnered with MSF&W, a valued partner with ADA expertise, to provide guidance, audits and remediation efforts to ensure we are ADA-compliant. Additionally, an annual ADA audit is conducted with MSF&W to certify compliance.

## Customer Email Messaging

### Ecommerce Order Emails

After the customer completes their online order, they receive automated emails to the email address they provide when they complete the online checkout steps. Multiple email notification types can be generated depending on the items in the purchase. The Order Confirmation is generated upon immediate receipt of the order. Customers receive emails from account setup throughout the order fulfillment process, providing them the status for each line item in their order.



### Key features for transactional emails:

- Crisp, polished design
- Supports campus branding with campus store logo
- Includes links to online campus store and store contact details
- Optimized for easy viewing on mobile devices
- For U.S. based stores, a marketing section is included that consists of a product recommendation cross-sell zone and marketing banner to generate additional traffic to your online store and to drive repeat purchases

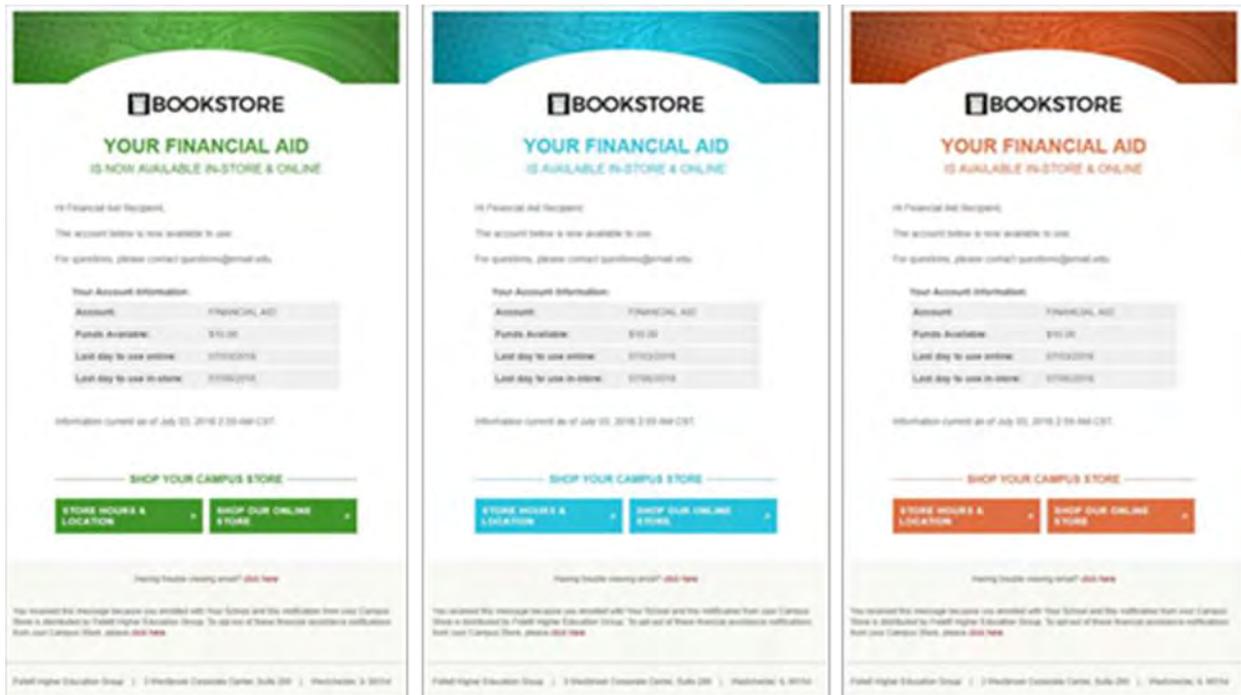
## Payment Integration

### Online Financial Aid

Receivable integration connects your institution's accounts receivable system to the campus store's point-of-sale system so that student purchases of course materials can be immediately deducted from the students' financial aid account. Follett's ecommerce solution also supports this capability to enable your students to seamlessly make online purchases using their financial aid account as well. As a student purchases course material, our Follett ecommerce experience communicates with back end integration to track the purchases made against the financial aid award.

## Financial aid Email Messaging Program

Getting the word out about student financial aid funds can be an added task to an already long list of to-dos before the fall term starts. With Follett's All-Inclusive Financial Aid Messaging Program, we create the messaging, develop a campus store branded email and deploy the program on behalf of your institution at no cost to you. We handle all the heavy lifting – data management, opt-out lists and email designs.



### Benefits for your institution:

- Replace or complement your existing Financial Aid communications
- Personalized notifications to Financial Aid students
- Reduce calls to Financial Aid office and bookstore
- Drive awareness of Financial Aid acceptance at your JMU Campus Store and website
- Easy implementation
- Reporting on key metrics such as open rates, clicks to website and online sales is available upon request

### Benefits for your students:

- The day Financial Aid opens, students will receive an email notification on behalf of your institution with: account name, funds available and expiration date
- Students will also receive a reminder message a few days before their Financial Aid closes with an update on their available funds
- Subscription to Financial Aid messaging program is not required – students can opt out at any time
- Students can conveniently buy in-store or online

## Campus Card

Card integration connects your institution's existing campus card system with the campus store, both online and in-store. This integration allows students to make store purchases using their campus card as they would any other credit card.



### BENEFITS FOR YOUR INSTITUTION

- Improves operational efficiencies
- Improves value proposition for the students
- Increases campus store revenues



### BENEFITS FOR YOUR STUDENTS

- Simplifies course material purchasing
- Simplifies financial aid processing
- Increases the efficiency of the campus store, so your students can secure the course materials they need as quickly as possible

## Include a detailed description of your company's plans to offer the following:

### *i. Online textbook ordering program*

All student orders from our eFollett.com website flow directly into our Order Management System (OMS). OMS creates inventory transparency across our network, allowing us to fulfill orders anywhere, anytime and through any channel, regardless of order origin. Follett's OMS connects all Follett stores and our 3 strategically located Distribution Centers located in DC/Maryland, Memphis, TN, and Jacksonville, Florida, uniting our fulfillment network while enhancing the eFollett.com shopping experience by minimizing out-of-stock scenarios and increasing assortment access for all Follett customers. This connection of store inventories provides us with additional capabilities, like adding direct-ship vendors to our assortments, further promoting our strategic vision of providing an "endless aisle" for our online channels.

However, we don't just rely on our supply of used books. We source used books from our 1,100+ Follett-managed store locations, as well as leverage our relationships with over 1,800 independently managed bookstores to acquire used books from our wholesale operation. We have active, long-standing relationships with all the largest wholesale distributors and use the Valore Marketplace to additionally leverage third party enterprise buyers and sellers, further expanding marketplace liquidity and overall demand fulfillment.

### *ii. Online textbook adoption program*

For additional details regarding Follett's adoption program and Follett Discover Adopt, please refer to page 45.

Follett Discover™ is a powerful online tool that transforms the course materials discovery and adoption process for faculty. It delivers a world of potential materials right to their screen. Faculty spend less time preparing to teach and more time teaching. It's the smarter way for faculty to adopt course materials



The image shows a promotional graphic for Follett Discover Adopt. On the left, a green panel contains the 'FACULTY Adopt' logo, a quote from Chris R. Glass, and his title at Old Dominion University. On the right, a white panel features the text 'Everything instructors need to manage course materials, all in one place.' Below this is a photograph of a smiling male instructor in a white shirt and tie, holding a tablet in a classroom setting.

#### Summary of key benefits

- Search, view recommendations & adopt traditional & nontraditional materials, including YouTube videos, open educational resources (OER) and massive open online course (MOOC) content
- Easily view related course materials, including what other faculty are using
- Immediately readopt previously used materials
- Read and respond to peer reviews
- Create custom content for students, through XanEdu's course pack tool
- Build a personalized collection of reference materials

You can view more information on Discover Adopt at [www.follett.com/discover](http://www.follett.com/discover)

### *iii. Ordering program for general merchandise (i.e., emblematic clothing and gifts)*

With Follett's recent acquisition of **Follett On-Demand**, the premier online retailer of collegiate licensed merchandise for mid-major NCAA colleges, we can now offer your athletic department a superior athletic web store. This is an optional program and we would be pleased to speak with your Athletic Department to provide more details.

Follett On-Demand has the only environment where an embroidered polo, embroidered hat, car decal, engraved gift, personalized jersey, sweatshirt, golf balls, or hundreds of other product options can be ordered, produced and shipped together from one facility in 24 hours or less!



Provides your school with 1,600+ product options, the largest selection of officially licensed merchandise available anywhere online.



Offers merchandise to target all fan groups: alumni, donors, parents, fans and students...all different demographics with different product needs for their lifestyles.



Provides a select-a-logo feature for tees, sweats, outerwear and other products so that online shoppers may purchase merchandise for every sport.



Implements the most effective marketing campaigns providing free or discounted product promotions sent via email, free print flyers, social media and other methods. Additionally, Follett On Demand provides ads for programs, flyers for events, and banners for publicity at events.



Delivers the lowest back order rate in the competitive market with a back order rate at 1/4 of 1% of products shipped.



Provides personalized jerseys for all major sports including but not limited to football, basketball, baseball, lacrosse and hockey in male, female and youth sizes.



Customers will receive the most helpful, prompt and courteous customer service.

### Hot Market/Special Events/Championships

Advanced will provide the most dynamic and thorough Hot Market and Special Event/Championship products available.



L5c.

### Sports Logo Branded Products

Your sports logos can be featured on over 60 products including embroidered apparel, dress shirts, jackets, tees, sweats, bags and more.

### Staff Store

Follett On-Demand will provide your school departments with online ordering capabilities at corporate pricing listed at 35% to 50% off normal licensed retail pricing. The products range from professional apparel and business accessories, including the ability to add department names on products.



### Employee Store

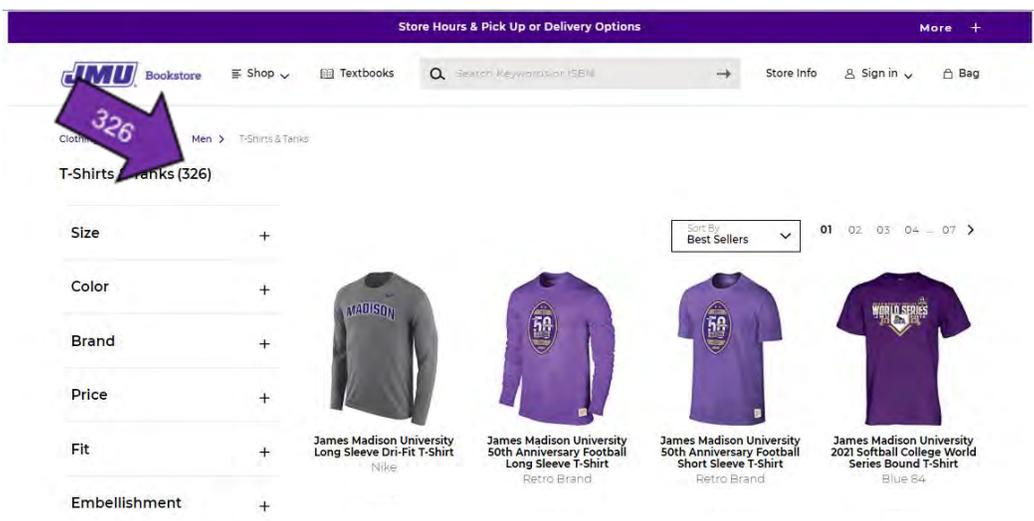
Employees will be provided a personal order portal to make personal use purchases.

### Mobile Store

Follett On-Demand's dynamic mobile solution enables fans to shop online using a mobile phone or smart tablet. With our mobile solution, shoppers can select a sport, order personalized merchandise, view a proof and place the order all in a hassle-free shopping experience.



With Follett On Demand, JMU's online selection offers more than 1,600 logo'd products. Even more than competitor sites for Power 5 programs.



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#### Big & Tall Sizes

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28E	30E	32E
34E	36E	40E

#### ***iv. Registration integration program***

For full details regarding Follett's adoption program and Follett Discover Adopt, please refer to page 45.

##### **L5d. Describe any integrations you would expect to make to University systems. Provide details on those integrations.**

---

Follett is currently fully integrated with the campus systems. We do feel that there is an opportunity to improve customer service and the student shopping experience by integrating our POS system with the university's financial aid system. If the school would like to do this, Follett would completely support that effort. Please reference our descriptions on Discover, Financial Aid and Campus Card integrations.

##### **L5e. Describe how you would integrate with the University's class schedule systems to tie courses to textbooks required.**

---

We are already fully integrated and use our Follett Discover tools for integrating with the university's class schedule system.

##### **L5f. Describe requirements you would have of the University for technology infrastructure.**

---

Being your current partner, we have no new requirement of the university for technology infrastructure.

##### **L5g. Include your estimated capital investment for technology/automation in the University Bookstore (excluding website development costs) and a timetable for your automation plans. The University will not buy out the undepreciated portion of the contractor's technology investment at the termination of the contract.**

---

As a current partner, Follett has already invested \$120,000 for the installation of the point-of-sale and store management systems. We have no requirement for the University to buy-out the undepreciated portion of our technology investment.

##### **L5h. Describe ability to be an authorized and certified warranty repair center for Apple and Dell computer systems, for personally owned and institutionally owned systems. Describe capability to provide non-warranty repair service as well. Fully describe the repair service operation, including number of on-campus staff/technicians and sample costs and timeframes for problem diagnosis and common repairs (excluding shipping times for repair parts).**

---

Follett currently provides this service at the store.

Follett offers two powerful warranty programs to serve students, faculty, staff and the campus community — AppleCare™ and Safeware®. AppleCare provides coverage for Apple products and is available at select, authorized Apple campus store locations. These stores offer the same AppleCare protection as that of branded Apple stores. Safeware covers all products, including Apple. Safeware offers different plan levels, with each one covering accidental damage. Costs of these warranty programs are based on the value of the device.



**L5i. Payment Processing:** James Madison University does not process payments over a secure network and relies solely on Point to Point encryption. All vendors with network connected solutions that process payments or redirect to a payment processor are required to use a validated Point-to-Point (P2Pe) solution for all in person, by phone or mail transactions. Vendors currently not utilizing a validated P2Pe solution are required to integrate with a payment processor and/or encryption service providing validated P2Pe encryption prior to payment processing at JMU. (The University currently uses Bluefin Payment Systems in all locations and the solution must be validated). Describe your proposed solution's payment processing system. Make sure to address P2Pe encryption and if it integrates with any existing PCI-validated P2Pe systems, like Bluefin.

---

Follett's payment processing systems are separate from the University and go over our own secure network. Online transactions use tokens that our Processor converts as soon as a card number is entered online. Campus cards do go over the Internet to your Cbord server on campus. Those transmissions are encrypted using TLS 1.2 secure transport.

**L5j. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:**

---

*i. Up to date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.*

Please refer to **Appendix C** for Follett's current PCI Compliance document.

*ii. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).*

Please refer to **Appendix C** for Follett's current PCI Compliance document.

*iii. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.*

Follett is currently PCI compliant.

## M. Financial Reporting & Projections

---

**M4a. Financial Projections. Provide financial projections for the first five (5) years of operation of the University Bookstore. Projections must include the following:**

- i. Sales/Revenue by Category/Department*
- ii. Total Sales/Revenue*
- iii. Website/E-Commerce Sales*
- iv. Cost of Goods Sold*
- v. Gross Margin*
- vi. Personnel Expenses*
- vii. Direct Operating Expenses*
- viii. Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)*
- ix. Rent/Commission Paid to the University*
- x. Profit/Loss*
- xi. Dollar Amount of “Retail Textbook Buyback”*
- xii. Dollar Amount of “Wholesale Textbook Buyback”*
- xiii. Number of Class Rings Sold*
- xiv. Number of Computer Hardware Units Sold*
- xv. Rent/Commission Exempt Sales*
- xvi. Additional detailed financial data as may be requested by the University*

Please refer to the following page for the requested financial projections.

**JMU Bookstore**  
Five Year Profoma - Option A  
( reported in thousands )

	Year 1		Year 2		Year 3		Year 4		Year 5	
	<u>\$ 000s</u>	<u>% of Sales</u>								
Sales										
Used Text	210.0	2.0%	220.5	2.0%	224.9	2.0%	227.2	1.9%	230.6	1.9%
New Text	1,900.0	18.4%	1,995.0	18.3%	2,034.9	17.8%	2,055.2	17.4%	2,086.1	17.2%
Digital	230.0	2.2%	276.0	2.5%	331.2	2.9%	364.3	3.1%	400.8	3.3%
Rental	810.0	7.9%	850.5	7.8%	884.5	7.7%	902.2	7.7%	915.7	7.6%
Gen. Book / Non Emblem.	125.0	1.2%	121.3	1.1%	121.3	1.1%	121.4	1.0%	121.5	1.0%
Supplies	200.0	1.9%	208.0	1.9%	212.2	1.9%	214.3	1.8%	215.4	1.8%
Apparel	3,100.0	30.1%	3,348.0	30.7%	3,599.1	31.4%	3,779.1	32.0%	3,930.2	32.5%
Gift	585.0	5.7%	620.1	5.7%	654.2	5.7%	680.4	5.8%	704.2	5.8%
Miscellaneous	302.0	2.9%	332.2	3.0%	358.8	3.1%	380.3	3.2%	399.3	3.3%
Computer Products	2,850.0	27.6%	2,949.8	27.0%	3,023.5	26.4%	3,068.8	26.0%	3,099.5	25.6%
Other	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
<b>Total Sales</b>	<b>10,312.0</b>		<b>10,921.3</b>		<b>11,444.5</b>		<b>11,793.2</b>		<b>12,103.2</b>	
Cost of Sales	6,534.4	63.4%	6,925.5	63.4%	7,249.3	63.3%	7,471.8	63.4%	7,675.9	63.4%
<b>Gross Margin</b>	<b>3,777.6</b>	<b>36.6%</b>	<b>3,995.8</b>	<b>36.6%</b>	<b>4,195.2</b>	<b>36.7%</b>	<b>4,321.4</b>	<b>36.6%</b>	<b>4,427.4</b>	<b>36.6%</b>
Operating Expenses										
Labor	979.8	9.5%	1,007.7	9.2%	1,040.2	9.1%	1,071.6	9.1%	1,099.6	9.1%
Commission	1,241.8	12.0%	1,312.7	12.0%	1,372.3	12.0%	1,412.4	12.0%	1,447.4	12.0%
Depreciation	314.2	3.0%	301.9	2.8%	284.2	2.5%	266.2	2.3%	264.3	2.2%
Other Operating Expenses	1,233.8	12.0%	1,254.0	11.5%	1,309.9	11.4%	1,347.1	11.4%	1,380.3	11.4%
<b>Total Operating Expenses</b>	<b>3,769.7</b>	<b>36.6%</b>	<b>3,876.2</b>	<b>35.5%</b>	<b>4,006.6</b>	<b>35.0%</b>	<b>4,097.3</b>	<b>34.7%</b>	<b>4,191.6</b>	<b>34.6%</b>
Operating Profit Before Taxes	7.8	0.1%	119.6	1.1%	188.6	1.6%	224.1	1.9%	235.8	1.9%
Income Taxes	2.0	0.0%	30.8	0.3%	48.6	0.4%	57.7	0.5%	60.7	0.5%
<b>NOPAT</b>	<b>5.8</b>	<b>0.1%</b>	<b>88.8</b>	<b>0.8%</b>	<b>140.1</b>	<b>1.2%</b>	<b>166.4</b>	<b>1.4%</b>	<b>175.1</b>	<b>1.4%</b>

# JMU Bookstore

Five Year Profoma - Option B

( reported in thousands )

	Year 1		Year 2		Year 3		Year 4		Year 5	
	<u>\$ 000s</u>	<u>% of Sales</u>								
Sales										
Used Text	210.0	2.0%	220.5	2.0%	224.9	2.0%	227.2	1.9%	230.6	1.9%
New Text	1,900.0	18.4%	1,995.0	18.3%	2,034.9	17.8%	2,055.2	17.4%	2,086.1	17.2%
Digital	230.0	2.2%	276.0	2.5%	331.2	2.9%	364.3	3.1%	400.8	3.3%
Rental	810.0	7.9%	850.5	7.8%	884.5	7.7%	902.2	7.7%	915.7	7.6%
Gen. Book / Non Emblem.	125.0	1.2%	121.3	1.1%	121.3	1.1%	121.4	1.0%	121.5	1.0%
Supplies	200.0	1.9%	208.0	1.9%	212.2	1.9%	214.3	1.8%	215.4	1.8%
Apparel	3,100.0	30.1%	3,348.0	30.7%	3,599.1	31.4%	3,779.1	32.0%	3,930.2	32.5%
Gift	585.0	5.7%	620.1	5.7%	654.2	5.7%	680.4	5.8%	704.2	5.8%
Miscellaneous	302.0	2.9%	332.2	3.0%	358.8	3.1%	380.3	3.2%	399.3	3.3%
Computer Products	2,850.0	27.6%	2,949.8	27.0%	3,023.5	26.4%	3,068.8	26.0%	3,099.5	25.6%
Other	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
<b>Total Sales</b>	<b>10,312.0</b>		<b>10,921.3</b>		<b>11,444.5</b>		<b>11,793.2</b>		<b>12,103.2</b>	
Cost of Sales	6,534.4	63.4%	6,925.5	63.4%	7,249.3	63.3%	7,471.8	63.4%	7,675.9	63.4%
<b>Gross Margin</b>	<b>3,777.6</b>	<b>36.6%</b>	<b>3,995.8</b>	<b>36.6%</b>	<b>4,195.2</b>	<b>36.7%</b>	<b>4,321.4</b>	<b>36.6%</b>	<b>4,427.4</b>	<b>36.6%</b>
Operating Expenses										
Labor	979.8	9.5%	1,007.7	9.2%	1,040.2	9.1%	1,071.6	9.1%	1,099.6	9.1%
Commission	1,241.8	12.0%	1,312.7	12.0%	1,372.3	12.0%	1,412.4	12.0%	1,447.4	12.0%
Depreciation	220.2	2.1%	207.9	1.9%	190.2	1.7%	172.2	1.5%	170.3	1.4%
Other Operating Expenses	1,233.8	12.0%	1,254.0	11.5%	1,309.9	11.4%	1,347.1	11.4%	1,380.3	11.4%
<b>Total Operating Expenses</b>	<b>3,675.7</b>	<b>35.6%</b>	<b>3,782.2</b>	<b>34.6%</b>	<b>3,912.6</b>	<b>34.2%</b>	<b>4,003.3</b>	<b>33.9%</b>	<b>4,097.6</b>	<b>33.9%</b>
Operating Profit Before Taxes	101.8	1.0%	213.6	2.0%	282.6	2.5%	318.1	2.7%	329.8	2.7%
Income Taxes	26.2	0.3%	55.0	0.5%	72.8	0.6%	81.9	0.7%	84.9	0.7%
<b>NOPAT</b>	<b>75.6</b>	<b>0.7%</b>	<b>158.6</b>	<b>1.5%</b>	<b>209.9</b>	<b>1.8%</b>	<b>236.2</b>	<b>2.0%</b>	<b>244.9</b>	<b>2.0%</b>

**M4b. Financial Return to JMU. Describe the financial return that you will remit to JMU for the operation of the University Bookstore for the contract term, including the following required financial requirements:**

---

- i. The minimum annual financial guarantee*
- ii. The commission schedule expressed as a percentage of Net Sales (see definition below)*
- iii. Additional financial incentives that you would like the University to consider*

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

---

- i. "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including textbook rental revenue. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "online sales"), orders received through the University Bookstore website or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, hardware and software sales, and commissions received by the contractor for authorized sales by other companies or organizations on the University Bookstore website.*
- ii. "Net Sales" shall be defined as Gross Sales less voids, less customer refunds, less discounts (provided that the discount amount thereof was include in gross sales), less sales tax paid by the contractor to any government agency which was collected from customers, less discounted charge sales to authorized University Departments, less sales made at no margin by the contract at the request of JMU.*
- iii. The contractor shall pay the University the greater of either:*
  - a. the financial return based on the commission schedule, or**
  - b. the minimum annual financial guarantee**
- iv. Payments will be made to the University on a monthly basis. The University shall have the option to select either:*
  - a. monthly payments according to the commission schedule, or**
  - b. monthly payments based on one-twelfth (1/12th) of the minimum annual financial guarantee. Regardless of the payment method selected by the University, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.**

*v. The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.*

*vi. The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.*

Follett has read and agrees to the above provisions.

**M4c. Financial Return to JMU – Renewal Term. Describe the financial return that you will remit to JMU for the operation of the University Bookstore for Option A: three (3) five-year renewal terms (5-year initial term) and Option B: two (2) five-year renewal terms (10-year initial term), including the following:**

---

*i. The minimum annual financial guarantee*

*ii. The commission schedule expressed as a percentage of Net Sales (see definition above)*

*iii. Additional financial incentives that you would like the University to consider*

## Option A

### Commission

Follett offers a competitive 5-year financial proposal, with multiple 5-year renewal options, that sets the standard in the campus store management industry. We offer you a commission based on the store's sales.

**15.75%** of all Commissionable Sales up to **\$15,000,000**; plus  
**16.75%** of any part of Commissionable Sales over **\$15,000,000**.  
**8%** of all Commissionable Sales of digital course materials.

Because our revenue estimates have consistently proven accurate, we will pay you a Guaranteed Annual Income of **\$1,100,000** in the first year.

You will receive whichever is greater in any contract year:

- 1) the percentage of Commissionable Sales or
- 2) the Guaranteed Annual Income. In any partial contract year, the commission will be based on the applicable percentage and not on the Guaranteed Annual Income.

If in the first full contract year during the term of this agreement, calculated commission payments to JMU are less than **\$1,100,00** ("Guaranteed Annual Income"), Follett will pay your institution an additional amount necessary to bring total payments to your institution for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on Commissionable Sales of the immediately preceding year.

### One-time Contribution

Follett will make a **\$125,000** one-time contribution within 180 days of the execution of a mutually agreed upon contract. Follett will also provide an additional **\$125,000** one-time contribution in year 6 (year one of the first 5-year renewal) of the Agreement, an additional **\$250,000** in year 11 (year one of the second 5-year renewal) of the Agreement, and an additional **\$250,000** in year 16 (year one of the third 5-year renewal) of the Agreement. These payments will be subject to amortization and repayment in accordance with the contract.

## Option B

### Commission

Follett offers a competitive **10-year financial proposal**, with 5-year renewal options that sets the standard in the campus store management industry. We offer you a commission based on the store's sales.

**15.75%** of all Commissionable Sales up to **\$15,000,000**; plus  
**16.75%** of any part of Commissionable Sales over **\$15,000,000**.

**8%** of all Commissionable Sales of digital course materials.

Because our revenue estimates have consistently proven accurate, we will pay you a Guaranteed Annual Income of **\$1,100,000** in the first year.

You will receive whichever is greater in any contract year:

- 1) the percentage of Commissionable Sales or
- 2) the Guaranteed Annual Income. In any partial contract year, the commission will be based on the applicable percentage and not on the Guaranteed Annual Income.

If in the first full contract year during the term of this agreement, calculated commission payments to JMU are less than \$1,100,00 ("Guaranteed Annual Income"), Follett will pay your institution an additional amount necessary to bring total payments to your institution for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on Commissionable Sales of the immediately preceding year.

### One-time Payment

Follett will make a **\$250,000** one-time contribution within 180 days of the execution of a mutually agreed upon contract. Follett will also provide an additional **\$250,000** one-time contribution in year 11 (year one of the first 5-year renewal) of the Agreement, and another **\$250,000** in year 16 (year one of the second 5-year renewal) of the Agreement. These payments will be subject to amortization and repayment in accordance with the contract.

## Additional Financial Considerations

### Campus Store Renovation

Follett will invest up to **\$1,350,000** to create a beautiful and efficient retail space that enhances your image, attracts customers and increases sales.

### Strategic Partnership Alliance Scholarships and Contributions

Follett will contribute **\$87,500** each year in various scholarships and contributions as outlined in Section Q.

### Systems

Follett has invested over **\$120,000** for the installation of the point-of-sale and store management systems and will continue to upgrade and refresh equipment as needed.

### Faculty and Staff Discounts

Follett will offer a **15% discount** on all purchases over \$1.00 (excluding textbooks, sale merchandise, computer hardware and academically discounted software) to staff, faculty, administrators, graduate assistants, teaching assistants and research assistants.

### Departmental Discounts

Follett is committed to offering a departmental **discount of 30%** on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware and academically discounted software.

### Terms

Payments will be made monthly, twenty days after the end of the month. Follett may deduct past due accounts receivable charges that are more than 120 days in arrears from commission payments.

### Commissionable Sales Definition

Commissionable Sales is defined as all recognized revenue (in compliance with generally accepted accounting principles) generated through the Store or the Store website, less voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, Follett-funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and merchandise sales at less than an inherent 20% margin (i.e., computer hardware and software).

### Commission Payments Processing

Follett will process commission payments by sending ACH transfers (Direct Deposit) in lieu of paper checks. The benefits include:

- Improved timeliness of receiving payment
- Elimination of lost checks in the mail
- Elimination of the time and expense of making a bank deposit

**Please note that being paid by ACH does not change your payment terms or how often you will receive payment. On the day that the ACH payment is made; the designated recipient will receive an email indicating that the funds are on the way to the bank. A CSV file (that can be opened in Excel) will be attached to the email, which will contain the remit information with the document numbers that were paid (similar to the check remittance advice). Please note that this is not a wire transfer. The process takes approximately 7–10 business days to process once a necessary form is completed and submitted to Follett.**

### Financial Reliability

Follett's willingness to enter into an agreement under the terms offered within is based on the financial information provided by the school. If for any reason any material or detrimental deviation from the school's reported financial information (including but not limited to annual sales) as compared to the first year's financial performance occurs Follett would expect to renegotiate appropriate modifications to the proposed terms.

### **Change in Business Model**

If annual gross sales of the bookstore should materially decline more than 5% as a result of declining enrollment, public legislation, other conflicting campus contracts, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Follett, JMU and Follett agree to negotiate in good faith an appropriate adjustment in the payments set forth above.

### **Financial Records**

Follett will maintain complete and accurate records of all store transactions in accordance with approved accounting practices and will provide a monthly statement of gross revenue. Follett will preserve operational records for three years from the transaction date and will make them available for review, audit and verification in the store upon your request. Our records are audited annually by a Big 4 Accounting Firm. Follett's internal audit staff conducts both scheduled and unscheduled audits of our stores throughout the year.

### **Retail Selling Prices**

In operating the Store, Follett will charge industry standard, competitive and fair prices which, at present, are as follows:

- On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, and rounded up to the next quarter.
- On coursepacks, text "packages," "kits," "sets," and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), and rounded up to the next quarter.
- On ebooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.
- On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.
- On rental books, Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
- On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.
- Follett ACCESS Program fees will be determined by Follett for each semester or summer session and submitted to School.

## N. Facility Investment: University Bookstore

### N10a. Describe your detailed facility plans and financial commitment for the University Bookstore facility.

Follett understands and agrees to items #1 through #9

However, due the large capital investment for store improvements, Follett respectfully requests the following alteration and exception and proposes alternative language.

Depreciation item #2, We would propose that the investment amortization will be a straight-line amortization, over the greater of the agreement term or eight (8) years, with amortization beginning on either the in-service date (for store improvements)

The Investment Difference item #4, We would propose that the investment difference, if any, be used throughout the term of the agreement for minor improvement and updates. Any investment difference remaining at the end of the 10-year term would be paid to the University at that time.

Capital Investment Ownership item #7, We would propose that Follett retain ownership of any computer equipment, point of sale equipment, and any other technology equipment installed by Follett.

#### Campus Store Renovation

Follett will invest up to **\$1,350,000** to create a beautiful and efficient retail space that enhances your image, attracts customers and increases sales.



Today's campus store is a marketplace that offers products and services tailored to each institution and the campus experience. This environment should exemplify and convey the institution's rich history. We envision the campus store as a hub, not only for academic resources but also for a community gathering space. We want the store to provide a welcoming, engaging, hassle-free shopping experience.

We always emphasize JMU's brand rather than Follett's. The campus store is often the first impression for prospective students and parents visiting the campus. We deliver a campus store designed and planned with your brand and one that represents your institution's image.

Our custom-designed fixtures enable us to maintain a high level of flexibility within our stores. We have designed textbook fixtures that not only hold up to 2,000 pounds, but also are mobile with industrial casters. Our newer, modular gondolas can incorporate graphics specific to each institution. Our fixtures let stores quickly adjust to changing seasons, demographics and industry trends. This flexibility is one of our key strengths.

**Follett delivers a campus store designed and planned with your brand and one that represents your institution's image.**

## The Follett Difference

### Delivering a Superior Campus Experience

Our campus store renovation process is very collaborative. We work closely with your team and create the perfect store design that meets all of your goals and objectives. Our plan encompasses seven key steps discussed as follows.



#### Collaborate with School

The Follett design team will conduct a project kick-off call/meeting with key institutional partners, the operations team and department members to discuss the scope and goals of the store re-design and remodel. Optimal remodel dates will be determined to reduce impact on store operations and customer service. A proposed timeline will be discussed based on project scope.



#### Research School Brand

Follett's store design team will begin researching the school's history and current branding for the store design development. This includes reviewing campus life images and branded elements procured from the college or university.



#### Develop Store Design

Follett will assess existing building conditions and facilities and conduct an internal review of various department needs for space and allocations. Using information gleaned from these activities, the Follett team will prepare and present a preliminary store fixture plan, proposed finishes and furnishing package.



#### Review with School

The preliminary store design package will be sent to the appropriate school contacts for review and comment. The Follett store design team will integrate partners' feedback, rework the design and re-issue the design package.



#### Coordinate Construction

Once project plans are approved, Follett's store planning team will coordinate a construction kick-off call with school representatives to discuss schedule, logistical challenges and requirements. Follett will begin procuring fixtures, finishes and construction materials. Follett's construction support team will oversee the construction process in its entirety. Site visits and on-site construction meetings will be performed as needed.



### Plan Merchandise

Once the store is complete, Follett will test and verify all technical support systems. Follett's visual merchandise and operations team members will then begin to stock the store.



### Initial Observations and Proposed Concepts

The current campus store is an open, inviting retail space providing ample room for shoppers and delivery of campus services. While the original design and layout are serviceable, like all facilities over time, an update is required. We have consulted with our Store Team and our Design Team to present some proposed renovation ideas and concepts for your review.

1. Refresh the look and feel with more contemporary finishes
2. Remove the blonde wood, slat wall and molding
3. Update perimeter lighting for brighter surroundings
4. Install new, current graphics package to enhance the JMU brand presence
5. Replace and refresh fixtures and display tables
6. Brand and expand on the Madison Cyberstore
7. Add Mobile trailer unit for Athletics and other events
8. Add a Mobile Golf Cart Merchandiser to support events
9. Flooring and paint refinished to provide a crisp and bright shopping environment
10. Configure sales floor to adapt to changing shopping patterns
11. Introduce Branded Concept Shops (Adidas, Champion, Johnny O etc..)

Leasehold improvements would be performed at the school as needed:

1. HAZMAT abatement (asbestos, lead paint, etc.)
2. ADA, Building and Life Safety Code Compliance upgrades
3. Utility infrastructure upgrades and modifications

The next few pages present a series of concept drawings for the renovated store.



*James Madison*

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Three Apple iMac computers are arranged on a white desk. The leftmost monitor displays a website with a blue and purple theme. The middle monitor shows a similar website. The rightmost monitor is an Apple logo. A keyboard and mouse are visible on the desk.

A white desk with a laptop and an Apple iMac. The laptop is open and displaying a website. The iMac monitor displays a website with a blue and purple theme, featuring a large image of a person. A keyboard and mouse are visible on the desk.

Two white rolling carts filled with software boxes. A large poster in the background features a person in a purple and yellow striped outfit, with the text "GO DUKES" and "ES DUKES DUKES DUKES DUKES DUKES DUKES DUKES".

Shelves filled with software boxes, including titles like "Microsoft Office" and "Adobe Photoshop".



# JAMES MADISON UNIVERSITY



 [SHOPJMU.COM](http://SHOPJMU.COM)

TRUE GRIP  
& Lighting

**JMU**

JAMES MADISON  
UNIVERSITY®



**SHOPJMU.COM**

CARRYALL 700

EFI



-  **Gift**
-  **Convenience**
-  **Clothing**
-  **Sales/ Services**
-  **General Books**
-  **Storage/ Offices**



-  **Supply**
-  **Technology**
-  **Course Materials**
-  **Storage/ Offices**
-  **Community Space**

## O. Risk Assessment Plan

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**O3a. The format for the RA plan is shown on Attachment D. The RA plan should clearly address the following items in a non-technical manner:**

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- i. List and prioritize major risk items or decisions to be made that are unique to this project. This includes items that may cause the service to suffer in terms of implementation, merchandise quality, financial considerations, schedule issues or may be a source of dissatisfaction for the University. Attach a cost (\$), time impact, service impact or quality differential for every risk.*
- ii. Explain how the contractor will minimize the risk. If the contractor has a unique method to minimize the risk, it should be explained in nontechnical terms. The RA plan should focus on risks that the contractor does not control.*
- iii. Propose any options that could increase the value (expectation or quality) of the contractor's service. List any value or differential that the Contractor is bringing to the project, its size or impact to the level of value, and how the contractor will measure the value added during the course of the service to ensure it is meeting its proposed levels.*

Please refer to the following page for the completed Risk Assessment plan.

## ATTACHMENT E

### RISK ASSESSMENT PLAN

Prioritize the risks (*list the greatest risks first*). Indicate the solution or plan to minimize each risk and do so in non-technical terms that differentiates you from other contractors. You may add/delete the risk tables below as necessary. Please write as much or as little as needed – the table only provides the format, not the space requirements (*total page count must not exceed three (3) pages*).

#### Major Risk Items:

##### **Risk 1: University Shutdown**

Solution: Follett can provide online course materials through Follett Access as well as digital content from the publishers. Our ecommerce platform and integration with your LMS and IMS systems allow us to fully support online learning and digital course material for your students.

##### **Risk 2: Bookstore Operations Disruption**

Solution: Follett can leverage our network of 1100+ bookstores and multiple distribution warehouses throughout the Follett chain to service student population, both remotely and on campus. We have real time visibility to all our course material inventory throughout the United State and can ship any book from any location to any JMU student.

##### **Risk 3: Key Employee Personnel Loss**

Solution: Should there be an unexpected or sudden loss of key personnel managing campus store operations, Follett's local regional and group team can quickly step-in and run operations with little or no disruptions in service levels

##### **Risk 4: Major Vendor Loss or Product Shortages**

Solution: Follett has relationships with all major publishers and general merchandise vendors which allow us to have multiple suppliers for key products. For emblematic clothing and gifts, Follett operates a private label under Fall Rush and a Follett owned on-demand manufacturer facility (Follett On-Demand).

#### Value Added Options or Differentials (*what you will do that others do not*)

Contractors should identify any value-added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease cost (\$), time, service, quality or client satisfaction. You may add/delete the value tables below as necessary.

##### **Item 1: Integrated Financial Aid**

Impact: Follett can integrate financial aid through the Bookstore's point of sale, whereby a student can seamlessly use their financial aid to purchase their course materials and school supplies.

##### **Item 2: Author Signings**

Impact: The Bookstore supports the University's academic mission with author events and signings on campus. The JMU Bookstore orders the books, sets up displays and provide staff to sell at events.

### **Item 3: Follett operates an Apple Authorized Campus Store and Computer Repair Center**

Impact: The JMU Bookstore has an onsite computer repair center; with certified Dell and Apple repair technicians. This full-service operation offers a convenient technology resource for students to support their academic experience. We also work closely with the University IT and academic departments to develop bundled computers that are aligned with a student's academic pursuits.

### **Item 4: Academic Tools and Resources (Follett Discover)**

Impact: Follett provides a proprietary and comprehensive set of tools enabling hassle-free access for instructors and students to all course materials. Instructors can use their tool to research, discover and adopt course materials with ease - while students are better prepared for class by having easy access to purchase and manage their course materials quickly and effectively

### **Item 5: Athletics Support**

Impact: Follett supports Athletics and sport teams throughout the year. We provided Team Stores at football, baseball, and basketball. Setup a Team Store for the FCS Football National Championship in Frisco, Texas and contribute to the athletic department.

### **Item 6: Follett supports JMU and online sales with the industry's most up to date ecommerce web platform technology.**

Impact: Thanks to our ecommerce platform, your store isn't just brick and mortar, it's also a powerful retail experience. The Follett JMU Campus web stores run on IBM's Web platform and are optimized for tablets and smartphones. It's a seamless extension of your campus store that offers an endless aisle of merchandise, so you we can expand your offering beyond what's stocked within the store's four walls. It enables your students can order books online 24/7 and have them shipped directly to their dorms, home, or pick them up at your store.

In addition, JMU we operate two unique websites --<https://www.bkstr.com/jamesmadisonstore> and <https://jmusportsshop.merchorders.com/>. Each designed to maximize sales and the student experience.

## P. Quality Control Plan

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### **P1a. Attach a milestone schedule for transition from selection to contract start that identifies key transition implementation events and timing.**

By awarding the contract to Follett, partners who currently implore our services have the convenient fringe benefit of not having the hassle of a transition. Instead of worrying about transition items such as employees and retention, or inventory transfer and consolidation, or system exchange and integration; Follett partners get the benefit of renewed terms, seamless service, and the opportunity for Follett to breathe new life into the campus community by improving existing conditions, and evolutionizing the campus legacy.

By choosing Follett, JMU will be choosing to build on a strong legacy that we, as partners, have built over the last 22 years.

Initiatives for a new contract:

<b>Start Date</b>	<b>Initiative</b>
September 2021	Re-engage on Follett Discover Adopt Tools
Spring 2022	Discover SHELF
Summer 2022	Store Remodel
Fall 2022	Access Program Pilots

## Q. Strategic Alliance Partnership

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**Q1a. Provide any additional monetary consideration, promotional programs, student scholarship/internships associated with a strategic alliance partnership that would be offered to the University through this contract.**

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### **Textbook Scholarship**

Follett will provide **\$45,000** annually in textbook scholarships for each full contract year during the term of this Agreement in the form of gift cards or as an accounts receivable account. These scholarships will be administered by your administration.

### **SGA Leadership Scholarship**

Follett will provide **\$7,500** annually in SGA leadership scholarships for each full contract year during the term of this Agreement. These scholarships will be administered by the administration

### **Administration and Finance Scholarship**

Follett will provide **\$7,500** annually in Administration and Finance scholarships for each full contract year during the term of this Agreement. These scholarships will be administered by the administration

### **Follett Endowed Athletic Scholarship**

Follett will provide **\$10,000** annually in Follett Endowed Athletic scholarships for each full contract year during the term of this Agreement. These scholarships will be administered by the administration

### **Duke Club Donation**

Follett pledges to provide **\$7,500** annually to the Duke Club in the support of JMU Athletics.

### **Athletic Suite Co-Purchase**

Follett will commit **\$10,000** annually for a one-half purchase of a football stadium suite. This will be shared with ARAMARK who will purchase the other half of the suite.

### **Miscellaneous Donations and Support**

Follett will continue to support various JMU offices, programs, and events with contributions throughout the year. Below is a partial list of some of the programs and clubs we support throughout the year. These gifts of merchandise and cash total thousands of dollars each year.

JMU Office of the Provost-120.77: Welcome gift for new Vice Provost  
JMU Police Dept--\$100.00: Raffle Prizes  
JMU Office of Disability Services—250.00: Gift Cards for Note Takers  
JMU Student Diversity Summit--\$150.00: Door Prizes  
JMU Professional and Continuing Education/Youth Programs--\$50.00: Door Prize  
JMU Physics Department--\$425.00: Raffle Prizes  
JMU Orientation--\$300.00: Door Prizes  
JMU Faculty/Staff Appreciation--\$200.00: Door Prizes  
JMU Housekeeping/Retirement Gift--\$150.00  
JMU Alumni Relations—\$50.00: Door Prize  
JMU “We Bleed Purple” Campaign--\$1000.00: Door Prizes  
JMU Safe Rides/Silent Auction--\$50.00  
JMU Relay for Life--\$100.00: Door Prizes  
JMU Wellness Fair--\$100.00: Door Prizes

Q1a.



JMU Alumni Chapter/Golf Tournament--\$50.00: Door Prizes  
JMU Student Academy of Audiology/Silent Auction--\$97.90: Merchandise  
JMU Occupational Therapy Association--\$119.00: Backpack/Gift Card  
JMU Student Athletes Services--\$100.00: Raffle prizes  
JMU Procurement Career Fair--\$50.00: Door Prize  
JMU University Events/Grad Fair--\$450.00: Door Prizes  
JMU Music Dept -" Spring String Thing Scavenger Hunt"--\$147.36: Merchandise  
JMU Business Services/Retirement Gift--\$196.59: Merchandise  
JMU Information Technology/Survey--\$500.00: Door Prizes  
JMU Madipalooza--\$100.00: Door prizes  
JMU Public Relations Student Society of America Banquet--\$50.00: Door Prize

## R. Additional Information

### R1a. Provide the University with other information you feel is pertinent.

#### Corporate and Social Responsibility

##### Making a Difference in Your Campus Community and Beyond

We practice good corporate citizenship and make social responsibility a high priority. We are proud of the values that have guided us through our 145-year history, and we are confident that they will continue to guide us for a strong future.



#### Follett Values

Solid company values drive better employees, partners and customer experiences.

Values are more than just words at Follett. They are the foundation of everything we do. They drive the way in which we conduct business, and they define us as a company. Our values are a constant reminder of what we feel is important and what we expect of every individual on our team.

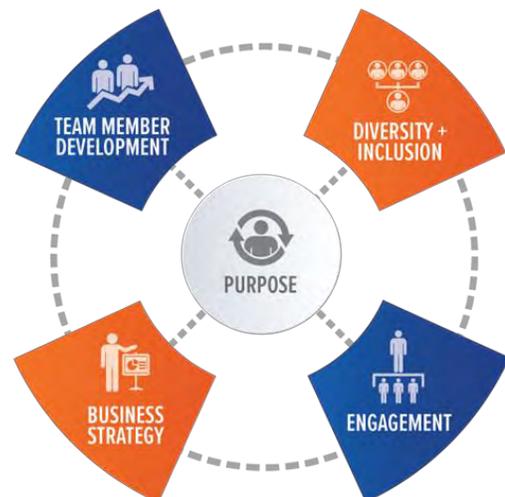
Our Follett Values are defined as follows:

We value **CUSTOMERS** and keeping customers at the center of all we do. We value **TEAMWORK** and going further together. We value **INTEGRITY** and always doing the right thing. We value **ACCOUNTABILITY** and owning the outcome. We value **INNOVATION** and challenging our team members to find a better way. And, we value **EVERY TEAM MEMBER** being open, honest and transparent.

#### Diversity Overview at Follett

At Follett, while our purpose is the guiding force at the center of many of our values, decisions and actions—there is another priority that also is very important to our company—diversity and inclusion.

More than words, diversity and inclusion are key business drivers for Follett – D&I ensures our people reflect the needs and perspectives of customers we serve, expands creativity and innovation within the workforce and unites our culture through understanding and respect for each other. Our vision of diversity and inclusion says it best: Embracing the unique perspectives and experiences of our team members, customers and communities, together we celebrate a culture that facilitates and inspires lifelong learning. Throughout our nearly 150-year history, Follett has been intentional in our efforts to address issues of fairness by providing access to literacy across all communities, especially those in disadvantaged communities. In the early 1960s, when racial tensions



were at a boiling point, Follett took a stand in Detroit to become the first publisher in the country to introduce integrated material into textbooks.

Today Follett continues to serve campuses and institutions across the nation through the efforts of our team members who reflect diversity of their communities. We also take seriously the need to continually do the work within our culture to build stronger levels of understanding and commitment to diversity, equity and inclusion.

This effort is focusing on:

- Training & Development
- Recruiting
- Partnership initiatives with HBCU institutions

We are proud of Follett's commitment of championing for diversity and inclusion and for moving it into important new directions, while honoring and building on the important legacy of our company.

*Embracing the unique perspectives and experiences of our team members, customers and communities, together we celebrate a culture that facilitates and inspires lifelong learning.*

### Campus and Community Contributions

Follett strives to set an example by reaching out to help our local, national, global and professional communities. This includes the communities surrounding our offices and the institutions we serve, as well as American cities devastated by natural disasters. Corporate social responsibility focuses on providing the best outcomes for both human and natural environments while staying accountable for best business practices. Follett's respect for the environment, our customers and our community will always be integral to our business.



**As the largest campus store retailer in North America, Follett recognizes the responsibility we have to add value to the lives of our community members. We take a lot of pride in the opportunity to connect students with the social causes that are important to them — such as the world water crisis, for example — and to empower them to change lives through their purchase decisions. And, because education is the core of our business, we are also committed to driving student success through increased access to education and scholarship programs.**

Chad Phillips  
Senior Vice President, Omnichannel Merchandising & Licensing  
Follett Higher Education Group



### Highlights:

- Follett annually donates about \$1,000,000 toward scholarships at the campuses we serve.
- Follett annually donates more than 100,000 textbooks to developing countries in Asia through the “Bridge to Asia” program and other book donation initiatives.
- Follett routinely donates merchandise to campus organizations and charities.

- Follett supports the Thirst Project, a nonprofit organization whose mission is to end the global water crisis. The Thirst Project aligns to Follett's sustainability efforts because the organization engages high school and college students to help make a difference in the lives of the people most in need of clean drinking water.
- Follett is an associate member of EDUCOM, which spearheads research into computer applications for colleges and universities.



**FAIR LABOR**  
ASSOCIATION™

Vendor Code of Conduct <https://follett.com/docs/higher-ed/FollettVendorCodeofConduct12102019.pdf>

### **Socially Conscious Vendors**

Follett is always looking for brands and products that demonstrate socially responsible messaging and missions that connect with our campus customers. We carry a wide variety of environmentally friendly notebooks, folders and other supplies, as well as socially responsible clothing and accessories.

One Follett vendor, Framing Success, partners with Trees for the Future to plant a tree for each diploma frame sold. Follett's annual sales alone contribute to the planting of about 55,000 trees!

Another Follett partner, Alta Gracia, is an apparel brand located in the Dominican Republic that is known for paying its employees a living wage. A portion of proceeds from purchases of this brand goes directly to the people making the clothing — providing a pathway out of poverty. While Alta Gracia historically struggled with order volume during winter months, its recent multimillion-dollar deal with Follett has made the business sustainable for the first time. This arrangement delivers value at multiple levels — as Follett is supporting the growth of a responsible brand and providing customers an opportunity to be involved in a socially conscious effort.

## Sustainability

Follett's commitment to corporate responsibility includes our shared responsibility for the environment. We define this as meeting the needs of the present without compromising the ability of future generations to meet their own needs. Follett is committed to understanding and implementing sustainable practices in the 1,100+ stores we serve, at our corporate offices and at our distribution facilities. From managing energy efficiently, to selecting purposeful packaging, to being conscious about the little things (using recycled paper to print this proposal, for example), Follett is dedicated to sustainability.

### Energy

Paying close attention to the energy that we consume — and how we consume it — is about more than our bottom line. It is about ensuring a sustainable tomorrow. Follett has evaluated every organization within our corporate family to develop standards and best practices to ensure we are acting as responsible stewards of the environment.

We strive to not only find the right suppliers at the right price, but also to reduce total energy consumption across our entire organization.



To begin, Follett obtained Bronze-level status in the Association for the Advancement of Sustainability in Higher Education's (AASHE) Sustainability Tracking, Assessment & Rating System™ (STARS). This transparent, self-reporting framework for colleges and universities helps to measure sustainability performance. We continue to look to AASHE for resources to improve.

### Shipping Cartons

Shipping cartons are both a significant expense and sustainability concern for Follett, as we ship nearly 20 million textbooks annually. We have addressed our use of shipping cartons in two ways. First, we use cartons that have 35% or greater post-consumer recycled content for every shipment. (Some of the plants that run our cartons have reached post-consumer content levels nearing 50%.) Second, we design all cartons to minimize the amount of material required. We continue to seek out additional ways to reduce our environmental impact.

### Going Green with Store Design

Follett incorporates sustainable design practices into our campus stores whenever possible. Indeed, we have the resources and vendor partnerships needed to achieve LEED Certification or design with the environment in mind. A few examples include:

#### Flooring

Imagine absolutely no waste. This is the concept behind the “cradle to cradle” design introduced by William McDonough and Michael Braungart, and embraced by Patcraft, one of our vendors. The idea is that you can make things bigger, stronger and in abundance without wasting a single component.

Here is how it works: Our vendor uses raw materials to make carpet. That carpet gets purchased and used. After it has served its useful life, that carpet is broken down into raw materials, which are again used to make carpet.

This practice does two things: 1) It drastically reduces the amount of used material that goes into landfills, and 2) since that material is now returned to the manufacturing process, it drastically reduces the amount of raw materials used. Follett works with Patcraft to leverage this thinking as flooring is created for new stores.

## Lighting

Follett has implemented LED lighting wherever applicable in our college stores. LED lighting represents the very latest in lighting technology, delivering up to 65% in energy savings versus traditional lighting. Plus, because the LED bulb is smaller, it requires less glass and steel to produce. Switching from incandescent bulbs to LED bulbs will significantly decrease the energy used by the campus store. A number of countries are in the process of phasing out incandescent bulbs entirely, including Canada, Russia, Australia and a large portion of the European Union.

LED lighting also meets stringent environmental regulations, such as California's Title 24, ASHRAE 90.1 and IECC.

## Construction Materials

Follett chooses responsible materials as much as possible for store buildouts. One example is Woodstalk™ fiberboard, which is made from wheat straw using a polyurethane resin binder instead of the formaldehyde typically used in similar sheetrock products. This reduces formaldehyde emissions by as much as 97%. Add to that, the wheat straw itself is a reclaimed resource. If it were not used in Woodstalk fiberboard, the straw would likely be burned, adding greenhouse gases such as carbon monoxide to the atmosphere.

Woodstalk fiberboard has received LEED credits from the U.S. Green Building Council in the following categories:

- IEQ 4.4 and 4.5: Low-emitting materials
- MR Credit 4.1 and 4.2: Recycled content
- MR Credit 5.1 and 5.2: Local/regional materials
- MR Credit 6: Rapidly renewable materials
- DE Credit 1.1: Innovation in design

# General Terms and Conditions

## Term of Contract

This agreement, when executed by the parties, will be effective as of a mutually agreed upon date), and shall continue in effect for a 10 - year period

Thereafter, unless either party notifies the other in writing at least one hundred twenty (120) days before the expiration of the initial term, or then-current renewal term, of its intention not to renew, the Agreement shall automatically self-renew for one (1)-year periods under the same terms and conditions.

Either party may terminate the Agreement, with or without cause, by giving the other party at least one hundred twenty (120) days prior written notice of termination. On any termination, expiration or nonrenewal of the Agreement, JMU shall pay Follett the unamortized book value of all store improvements put in place by Follett and any lump sum or payments made by Follett to JMU, under the Agreement. The amortization will be a straight-line amortization, over the greater of the agreement term or eight (8) years, with amortization beginning on either the in-service date (for store improvements) or the date funds are deposited (for payments).

On any termination, expiration or non-renewal of the Agreement, JMU shall repurchase or require a new contractor to repurchase the store inventory, including rental inventory, under the same terms as purchased by Follett.

## Licensing and Permits

Follett will obtain and maintain at its sole expense and in its name, all necessary permits, licenses and bonding required for the operation of the JMU campus store. Follett will ensure that all required permits conform to the appropriate municipal, county, state and federal laws. Follett shall collect and pay any sales tax, income tax and all other local, state and federal taxes on Follett's operation (except property taxes on the store).

## Exclusive Rights

Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by JMU (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university stores, including but not limited to: required course materials (print and digital), class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by JMU during the term of the Agreement. This does not prohibit occasional sales by student groups or student government organizations that do not materially impact store sales.

Follett will also have the right to use the JMU seal and logo, based on the college/university's guidelines, on items such as stationery, soft goods, notebooks, pens, pencils, decals and other manufactured goods traditionally sold in college and university stores.

### **Special Student Sales**

Follett will support student groups and student government organizations interested in holding special sales, as long as their sales do not materially impact store sales.

### **Business Hours**

Follett will set its business hours in accordance with the hours of the current operation. Follett will also embrace the JMU academic calendar and other special activities, such as athletic games, homecoming and Parents Weekends and campus lectures, and adjust its business hours to accommodate these events. Operating hours will be posted at the store's entrance.

### **Campus Store Name**

For continuity, the name of the store will remain the same.

### **Employee Background Checks**

Follett may conduct a pre-employment background check, as well as screening required by the School and/or state in which the Store is located. In the event adverse information is received as a result of the screening, Follett will manage the information received and the offer of employment in accordance with the Follett Background Check Policy. Follett reserves the right to rescind the offer of employment made prior to the screening.

### **Objectionable Items**

Follett will not sell objectionable merchandise. Should JMU question the sale of items that it considers objectionable, Follett will discontinue the display and sale of those items.

### **Inventory and Property Loss**

Follett will be responsible for inventories and other properties damaged or lost while on display within the campus store or in transit to and from the store. Follett will also assume responsibility for the loss of monies, checks and credit card collections as well as inventory theft and robbery.

### **Public and Product Liability**

To cover any personal injury and property damage, Follett will carry at least three million dollars (\$3,000,000) of public and product liability insurance for the term of the agreement.

### **Insurance**

Follett will provide insurance coverage for its employees based on the requirements of the state laws where JMU is located. This type of insurance will include Commercial General Liability, Business Automobile Liability, Workers' Compensation, Employer's Liability and Excess or Umbrella Liability. In addition, Follett agrees to indemnify JMU from all claims and actions arising from damage or injury, including death, to anyone or any property connected with Follett's performance of this agreement, except for negligent actions on the part of JMU.

Follett will maintain insurance, at its expense, throughout the Agreement and any subsequent renewals. The insurance provided by Follett will cover all of Follett's furniture, fixtures, equipment and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by JMU. This insurance policy will be sufficient to cover the full replacement cost of the items listed.

### **Repairs and Fixtures**

Follett will be responsible for informing JMU about needed facility repairs throughout the course of the agreement. JMU will make or authorize repairs to the facility.

Should circumstances arise where Follett is deemed responsible for wear or damage, JMU may request that Follett pay for the necessary repairs.

JMU will allow Follett to use all the furniture, fixtures and equipment now being utilized in its store operation. Any JMU equipment provided to Follett will be inventoried and attached to the JMU agreement.

Follett will ensure that any JMU -owned equipment used will be maintained throughout the term of the Agreement. At the end of the contract, or when Follett ceases to use such fixtures and equipment, Follett will return all fixtures and furniture to JMU with consideration for normal wear and tear.

All leasehold investments made by Follett to JMU shall become the property of JMU at the termination, expiration, or non-renewal of an agreement. All movable fixtures and equipment installed by Follett in JMU shall remain the property of Follett at the termination, expiration, or non-renewal of an agreement. If the agreement or extensions thereto, are terminated by JMU for reasons other than cause or bankruptcy by Follett prior to the capital investment being fully depreciated, then JMU will reimburse Follett for the undepreciated portion of the leasehold investment, and leasehold improvements shall become the property of JMU. If the agreement is terminated for cause by JMU or for bankruptcy, then JMU shall not reimburse Follett for the undepreciated portion of the leasehold investment, and all moveable equipment and fixtures shall become the property of JMU.

### **Follett Federal Employer Identification Number**

36-259-3135

### **Additional Agreements**

In addition to the terms and conditions set forth in the foregoing proposal, the Follett Higher Education Group and JMU mutually agree to discuss, negotiate and resolve any other related issues that may require clarification. These additional terms will be included in the Final Agreement.

## S. JMU Obligations

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Follett understands and agrees to item #1 a through d

In addition we ask that the University provide Follett with the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by JMU (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university stores, including but not limited to: required course materials (print and digital), class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by JMU during the term of the Agreement. This does not prohibit occasional sales by student groups or student government organizations that do not materially impact store sales.

We also propose that Follett will also have the right to use the JMU seal and logo, based on the college/university's guidelines, on items such as stationery, soft goods, notebooks, pens, pencils, decals and other manufactured goods traditionally sold in college and university stores.

To help your school maximize your brand exposure and increase revenue, JMU will provide at no cost, the following:

- A minimum of two hyperlinks located on the home page of schools .edu website to the store's website, and on the appropriate subpage(s) of the school's .edu website, a store information page that includes information on store hours, location, and other information as appropriate. The subpage shall also include a hyperlink to the store's website.
- The inclusion of key search terms within the schools .edu site that presents online hyperlinks when key words are typed in to the .edu site search field. Key terms include bookstore, campus store, textbooks, course materials, books, clothing, fans and athletics.
- Approval to send Financial Aid notifications by email and SMS to students, notifying them of their financial aid balances, timelines for using funds, and other messaging to help promote the use of available funds in the store and the store's website.
- The opportunity, as determined by Follett, to include material promoting the store into all future and current student mailings (physical and digital), new student orientation packets, and new/welcome alumni membership mailings (physical and digital).
- Advertising in faculty, athletic, and student e-newsletters with a hyperlink to the store's website.
- Advertising space in any school-produced print publication (weekly, quarterly or yearly).
- In compliance with industry standard practices, school shall provide the following:
  - all enrolled student email addresses one month before the start of the fall term each year;
  - all accepted student email addresses within one month of acceptance notice distribution each spring; and
  - all alumni emails one month before the start of the fall term each year (where the School operates the Alumni Association).
- The opportunity to present store information and promotional information at student and parent orientations.

- The opportunity to regularly present at faculty/staff orientation to review current Follett programs and services.
- The opportunity to present campus store events and promotions on any existing or future closed-circuit campus message broadcast applications.
- The opportunity to set up a temporary retail location for athletic, alumni, and other events that are held on the campus.
- Provide key staff members of the store a school .edu email address.
- In-store product and service placements to drive brand awareness for vendors that serve the campus operation.
- Configure and install Follett Discover Shop in the SIS and Follett Discover View within the course catalog or .edu website to facilitate purchase access to course materials.
- Configure and install Follett Discover Adopt and Access where there are commercial grade SIS and LMS environments and have the application links prominently displayed within these properties to make them readily accessible for the faculty adoption process, and student access to digital course materials.
- Promote the faculty adoption process and deadlines on all related campuses via campus-based email system up to two messages per adoption season whereby Follett will supply content such as graphics, copy, links, and subject lines for the institution to send to faculty and administrators. If institution does not choose to communicate the faculty adoption deadlines and procedures via their campus email system, all faculty email addresses will be given to Follett so they can communicate the adoption process on behalf of the campus.

## T. Contractor Obligations

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Follett understands and agrees to item #1 a through j.

In addition, Follett agrees to the following contractor obligations:

### **Emergency Procedures**

Follett will provide a set of door keys to JMU, but it is understood that Follett will control the use of all door keys to the campus store. Additionally, Follett may install a security system on the doors and windows of the store facility. In case of an emergency, entry into the store by JMU personnel without prior knowledge of Follett's store manager must be reported to the store manager as soon as possible. It is important to Follett that JMU supports our security efforts to protect the campus store's premises and inventory.

### **Utilities and Maintenance**

Follett will be responsible for long-distance telephone charges and will be responsible for the janitorial maintenance throughout the agreement. JMU shall provide and pay for all other utilities. Energy conservation measures will be practiced by Follett to minimize utility costs.

### **Internal Security Measures**

Follett shall cooperate with JMU in providing store security, loss prevention and emergency procedures in case of fire or casualty. Follett will work with JMU and its administration to design appropriate discipline and enforcement regulations. Follett will not involve public emergency services in security matters unless the situation is physically dangerous or considered an extreme emergency. Follett shall not cause JMU's students, faculty or staff suspected of theft or disturbance to be arrested by public authorities, except in emergencies, or prosecuted without prior consultation with JMU.

## V.B3. Company History and Background

### 3a. Describe your company's qualifications and experience in managing college/university bookstores. Describe your company's experience servicing large public universities. The offeror's headquarters, nearest offices and branch offices should be listed.

For more than 145 years, Follett has been a trusted partner to Pre-K to 12 schools, districts and college campuses, taking care of the critical details that make it easier for schools to run, teachers to teach, students to learn and fans to celebrate. Each day, we serve more than half of the students in the United States and work with 70,000 schools as a leading provider of educational technology, services and print and digital content. Headquartered in Westchester, Illinois, Follett Corporation is a privately held company that is segmented into Follett School Solutions, Follett Higher Education Group and Baker & Taylor. Follett's experience, singular focus on education and commitment to excellence have made it a leader in the academic world.



#### **Follett School Solutions, Inc.**

Follett School Solutions is the largest provider of educational materials and technology solutions to Pre-K to 12 libraries, classrooms, learning centers and school districts in the United States, and a major supplier to educational institutions worldwide. Follett School Solutions distributes books, reference materials, digital resources, eBooks and audiovisual materials, as well as pre-owned textbooks. We are also one of the leading providers of integrated educational technology for the management of physical and digital assets; the tracking, storing and analyzing of academic data; and the provisioning of digital classroom learning tools focusing on student achievement.



### Follett Higher Education Group

Follett Higher Education Group (FHEG) is higher education's largest campus retailer. It operates as a central hub for school spirit and community, managing 1,100 local campus stores across the continent. As the leading provider of campus store services and the foremost supplier of course materials, FHEG has brought new technologies, retail best practices and forward-looking solutions to all corners of the educational marketplace. From a community college to a state university system, the heartland to the inner city, the needs and expectations of higher learning institutions are as unique as the students who attend them. Through close collaboration, our partners can leverage our deep industry knowledge and intimate familiarity with institutions of all types and sizes to create custom store experiences that support campus culture and goals. It is this unique insight and collaborative process that allow us to consistently create new and better ways to serve the needs of more than 5 million students and 500,000 faculty members. While the campus store experience may vary from institution to institution, everything we do contributes to a single mission — helping our partners attract, retain, engage and graduate students.



### Baker & Taylor

Baker & Taylor is a premier provider of books, digital content and technology solutions that help public libraries improve community outcomes through literacy and learning. Since 1828, Baker & Taylor has empowered librarians to make a difference in their communities through innovative services and technology. Through its Publisher Services business, the company also provides sales, manufacturing, warehousing and distribution support to small and mid-sized publishers.

## Follett History

### Igniting the Flame of Knowledge for More Than 145 Years



Follett traces its roots to **1873**, when Charles M. Barnes, a professor at Wheaton College in Wheaton, Illinois, began buying and selling books from his extensive home library in order to support his family. Three years later, Barnes moved his business, now named C.M. Barnes & Company, to Chicago, where he opened a store at 23 LaSalle Street. Here, he sold new and used textbooks, stationery and school supplies

In **1912**, C.W. Follett, formally a stock clerk beginning in **1901**, rose through the ranks, became vice president and a shareholder of the company. By **1923**, Follett and his wife, Edythe purchased the company. During the next two years, C.W. Follett's three oldest sons – R.D. (Bob), Garth and Dwight – joined the family business. C.W.'s youngest son, Laddie, who was still in grade school, joined the company in **1930**.



In **1930**, R.D. Follett founded the Follett College Book Company and began wholesaling used textbooks to professors and college bookstores. The following year, R.D. established the company's first retail bookstore on a college campus outside of Chicago. And in **1940**, Garth Follett created the Follett Library Book Company. Laddie Follett ran the company's original business – Wilcox & Follett – from **1952** until **1986**.

In **1998**, Follett Team Members celebrated the company's 125th anniversary. To strengthen the company's ability to meet the needs of its customers, Follett aligned its various business units under three market groups – higher education, elementary and high schools, and libraries. The following year, Follett launched our website.

In **2000** Follett's three core market groups were combined to form the Follett Higher Education Group and the Follett Library and School Group.

In **2011**, the Follett School and Library Group was created to serve the K–12 market under one business group. Strategic business decisions were then made to move the focus of the school and library group into the K–12 classroom. In **2011**, certain assets of Follett's public library business,

Over the years, while other companies, such as Barnes & Noble, went public (taking on significant pressure to deliver financial returns to their shareholders every quarter), Follett remained family owned. This has allowed us to focus entirely on our education clients. It also makes it possible for us to invest millions more in research and development than any other campus store management company – so we can discover, develop and refine tomorrow's best learning and teaching tools.

In **2015**, Follett acquired Advanced-Online, a specialty merchandise manufacturer that offers custom online stores and on-demand ordering for clothing, gifts and accessories. The company was rebranded as Follett On-Demand in 2019, and currently provides online stores to educational and corporate institutions.

In **2016**, Follett completed the largest transaction in the company's history, the acquisition of Baker & Taylor — the leading supplier to public libraries, independent booksellers and major retailers worldwide.

Today, Follett is a \$2.15 billion privately held company that provides products, services and solutions to the educational marketplace. The company continues to keep its eye on the future. Currently, it is focusing on affordable course material options, new business models and eCommerce, in addition to its core expertise.

### Partners in Education

Follett creates a supportive environment that drives student and faculty success through access to innovative educational tools and products.

From day one, you can expect Follett to be an engaged member of your campus community. By building key partnerships across the campus, Follett enables colleges and universities to focus on their core mission: student education and success. We share in this mission and strive to provide innovative educational tools and quality service to more **than 5 million students and 500,000 faculty members**.

Follett is recognized for its success in combining the dedication of **a family-owned business** with innovative industry best practices. Also accounting for our leadership role in education, Follett is uniquely capable of helping colleges and universities of all sizes meet the changing needs of their campus communities.

**Serving the needs of higher education longer than any other company in the industry, Follett ranks 152nd on the 2019 Forbes list of America's largest private companies.**

**3b. Provide a client list that includes length of services, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in scope and size, which demonstrates the offeror's ability to perform the services required by JMU.**

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Please see **Appendix A** for a complete listing of institutions served by Follett Higher Education Group. Due to the confidential nature of our agreements, Follett is unable to provide specific financial and contact information for our contract partners, but we have included enrollment figures as an indication of sales volume.

We encourage you to contact the references that we have listed, as they can best articulate the many benefits and overall value that their campus has received by choosing Follett.



**Boston College**

Ms. Patricia Bando  
Associate Vice President for Auxiliary Services  
patricia.bando@bc.edu  
(617) 552-9200



**Texas Christian University**

Mr. Brian G. Gutierrez  
Vice Chancellor of Finance & Administration  
(817) 257-7815  
brian.gutierrez@tcu.edu



**University of Florida**

Mr. Eddie J. Daniels  
Assistant Vice President of Business Affairs  
edaniels@ufl.edu  
(352) 392-0306



**Vanderbilt University**

Mr. David Ter Kuile  
Executive Director, Business Services  
David.terkuile@vanderbilt.edu  
(615) 343.8059



**Virginia Tech**

Dave Wilson  
Executive Director, Virginia Tech Services  
davew@vtsi.org  
(540) 231-9810 x201

**3c. Provide a client list whose online volume exceeds \$3,500,000 or 17,000 online transactions annually. Offeror must show examples of being able to handle this volume. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.**

Please see below for a listing of these institutions served by Follett Higher Education Group. Due to the confidential nature of our agreements, Follett is unable to provide specific financial and contact information for our contract partners, but we have included enrollment figures as an indication of sales.

School	City	State	Enrollment
Arizona State University	Tempe	Arizona	51,585
American River College	Sacramento	California	30,192
California State University-Sacramento	Sacramento	California	31,902
Stanford University	Stanford	California	17,381
Florida State College at Jacksonville	Jacksonville	Florida	23,413
Keiser University	Fort Lauderdale	Florida	19,510
University of Florida	Gainesville	Florida	52,218
University of South Florida	Tampa	Florida	43,846
Georgia State University	Atlanta	Georgia	34,316
College of DuPage	Glen Ellyn	Illinois	24,900
Prince George's Community College	Largo	Maryland	11,885
Boston College	Chestnut Hill	Massachusetts	14,720
Macomb Community College	Warren	Michigan	20,220
University of Nebraska - Lincoln	Lincoln	Nebraska	25,820
New York University	New York	New York	51,847
Wake Forest University	Winston-Salem	North Carolina	8,401
Community College of Philadelphia	Philadelphia	Pennsylvania	16,672
Baylor University	Waco	Texas	16,787
Texas Christian University	Fort Worth	Texas	10,918
University of Houston	Houston	Texas	46,324
University of Texas at Arlington	Arlington	Texas	47,899
James Madison University	Harrisonburg	Virginia	21,751
Virginia Polytechnic Institute and State University	Blacksburg	Virginia	34,683

**3d. Provide a client list with annual computer hardware units sold in excess of 1,700 computer units. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.**

Please see below for a listing of these institutions served by Follett Higher Education Group. Due to the confidential nature of our agreements, Follett is unable to provide specific financial and contact information for our contract partners, but we have included enrollment figures as an indication of sales.

School	City	State	Enrollment
Arizona State University	Tempe	Arizona	51,585
California State University-East Bay	Hayward	California	15,628
Stanford University	Stanford	California	17,381
Passaic County Community College	Paterson	New Jersey	6,480
New York University	New York	New York	51,847
Nashville State Community College	Nashville	Tennessee	8,284
Virginia Polytechnic Institute and State University	Blacksburg	Virginia	34,683
Virginia State University	Petersburg	Virginia	4,385

**3e. Provide a client list for textbook rentals that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Describe the scope of services (i.e. online, integrated, etc.).**

Please see **Appendix A** for a complete listing of institutions served by Follett Higher Education Group. All of Follett’s partners participate in our rental program. Due to the confidential nature of our agreements, Follett is unable to provide specific financial and contact information for our contract partners, but we have included enrollment figures as an indication of sales volume and we encourage you to contact these institutions for more information.

**3f. Discontinued Client List. Provide a list of all college/university accounts that were cancelled or not renewed during the past five (5) years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.**

From time to time, some bookstore contracts we manage go out to bid. At Follett, we are firm believers in delivering superior, consistent customer service at all levels of our business, and never sacrifice the quality of service and strength of our operational staff to become the highest bidder in an RFP process. Please refer to **Appendix B** for a list of schools no longer served by Follett.

**4. Offeror Data Sheet, included as Attachment A to this RFP.**

Please refer to the following page for the completed Attachment A.

# ATTACHMENT A

## OFFEROR DATA SHEET

### TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 148 Months \_\_\_\_\_

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
<u>Virginia Tech</u>	<u>March 2019 - Present</u>	<u>115 Kent Street Blacksburg, VA 24061</u>	<u>Dave Wilson davew@vtsi.org (540) 231-9810 x201</u>
<u>University of Florida</u>	<u>July 2000 - Present</u>	<u>235 Tiger Hall Gainesville, FL 32611</u>	<u>Mr. Eddie J. Daniels edaniels@ufl.edu, (352) 392-0306</u>
<u>Boston College</u>	<u>August 2008 - Present</u>	<u>140 Commonwealth Avenue Chestnut Hill, MA 02467</u>	<u>Ms. Patricia Bando patricia.bando@bc.edu, (617) 552-9200</u>
<u>Texas Christian University</u>	<u>June 2016 - Present</u>	<u>2800 S University Drive Fort Worth, Texas 76129</u>	<u>Mr. Brian G. Gutierrez brian.gutierrez@tcu.edu, (817) 257-7815</u>
<u>Vanderbilt University</u>	<u>December 2021 - Present</u>	<u>2302 West End Ave. Nashville TN, 37203</u>	<u>Mr. David Ter Kuile David.terkuile@vanderbilt.edu (706) 542-6997</u>

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Follett Home Office - 3 Westbrook Corporate Center, suite 200, Westchester, IL 60154

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.**

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Please refer to the following page for the completed Attachment B.

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Follett Higher Education Group, Inc. Preparer Name: Kevin Renshaw

Date: 8/2/2021

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

**Micro Business** is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

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**ATTACHMENT B (CNT'D)**  
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: RFP# LBS-1125

Date Form Completed: 8/2/2021

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
 for this Proposal and Subsequent Contract

Offeror / Proposer:

Follett Higher Education Group, Inc.  
 Firm

3 Westbrook Corporate Center, Suite 200  
Westchester, IL 60154  
 Address

Kevin Renshaw 630.808.5096  
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Not Applicable					

*(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)*

**RETURN OF THIS PAGE IS REQUIRED**

**6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).**

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James Madison University - \$7,443,962  
Old Dominion University - \$4,397,503  
Virginia Military Institute - \$1,186,695  
Virginia Tech - \$10,839,384

As a private corporation, Follett would request that the above information be kept confidential.

**7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.**

Please refer to the following page for the completed Pricing Schedule.

## IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

There are two (2) options in the pricing schedule shown below. Option A is based on an initial contract term of five (5) years with three (3) additional five (5) year renewals. Option B is based on an initial contract term of ten (10) years with two (2) additional five (5) year renewals. Include pricing for both options. Final decision of the contract term will be decided at time of negotiation.

Offeror shall detail the increase of percent paid to the University to reflect the utility expense paid by the University.

**OPTION A: Initial term of five (5) years with three (3) additional five (5) year renewals.**

**COMMISSION AS A PERCENT OF SALES:**

Initial Five (5) Year Term

Year 1 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus <del>16.75% of any part of Commissionable sales over \$15,000,000</del>
Year 2 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus <del>16.75% of any part of Commissionable sales over \$15,000,000</del>
Year 3 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus <del>16.75% of any part of Commissionable sales over \$15,000,000</del>
Year 4 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus <del>16.75% of any part of Commissionable sales over \$15,000,000</del>
Year 5 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus <del>16.75% of any part of Commissionable sales over \$15,000,000</del>

**FIRST Five (5) Year Renewal Term**

Year 1 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**SECOND Five (5) Year Renewal Term**

Year 1 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**THIRD Five (5) Year Renewal Term**

Year 1 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**\*8% of all Commissionable Sales of digital course materials**

<b>GUARANTEED ANNUAL MINIMUM:</b>
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**Annual commissions paid to the University will be the greater of either the commission as a percent of sales or guaranteed annual minimum.**

**Initial Five (5) Year Term**

Year 1 (\$)	\$1,100,000
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

FIRST Five (5) Year Renewal Term

Year 1 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

SECOND Five (5) Year Renewal Term

Year 1 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

THIRD Five (5) Year Renewal Term

Year 1 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

**STRATEGIC ALLIANCE PARTNERSHIP:**

Initial Five (5) Year Term

Year 1 (\$)	\$125,000 One-time Contribution + ***\$87,500 in Strategic Alliance Partnership
Year 2 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 3 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 4 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 5 (\$)	***\$87,500 in Strategic Alliance Partnership

FIRST Five (5) Year Renewal Term

Year 1 (\$)	\$125,000 One-time Contribution + ***\$87,500 in Strategic Alliance Partnership
Year 2 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 3 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 4 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 5 (\$)	***\$87,500 in Strategic Alliance Partnership

SECOND Five (5) Year Renewal Term

Year 1 (\$)	\$250,000 One-time Contribution + ***\$87,500 in Strategic Alliance Partnership
Year 2 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 3 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 4 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 5 (\$)	***\$87,500 in Strategic Alliance Partnership

THIRD Five (5) Year Renewal Term

Year 1 (\$)	\$250,000 One-time Contribution + ***\$87,500 in Strategic Alliance Partnership
Year 2 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 3 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 4 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 5 (\$)	***\$87,500 in Strategic Alliance Partnership

**CAPITAL FACILITY INVESTMENT:**

Initial Five (5) Year Term (*Depreciated Over Five Years*)

Total Investment	\$1,350,000
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FIRST Five (5) Year Renewal Term

Total Investment	
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SECOND Five (5) Year Renewal Term

Total Investment	
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THIRD Five (5) Year Renewal Term

Total Investment	
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**TECHNOLOGY INVESTMENT:**

Initial Five (5) Year Term

Total Investment	\$120,000
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FIRST Five (5) Year Renewal Term

Total Investment	0
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SECOND Five (5) Year Renewal Term

Total Investment	\$120,000
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THIRD Five (5) Year Renewal Term

Total Investment	0
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**OPTION B: Initial term of ten (10) years with two (2) additional five (5) year renewals.**

**COMMISSION AS A PERCENT OF SALES:**

Initial Ten (10) Year Term

Year 1 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 6 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 7 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 8 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 9 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 10 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**FIRST Five (5) Year Renewal Term**

Year 1 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**SECOND Five (5) Year Renewal Term**

Year 1 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 2 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 3 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 4 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000
Year 5 (%)	*15.75% of all Commissionable sales up to \$15,000,000; plus 16.75% of any part of Commissionable sales over \$15,000,000

**\*8% of all Commissionable Sales of digital course materials**

**GUARANTEED ANNUAL MINIMUM:**

**Annual commissions paid to the University will be the greater of either the commission as a percent of sales or guaranteed annual minimum.**

**Initial Ten (10) Year Term**

Year 1 (\$)	\$1,100,000
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 6 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 7 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 8 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 9 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 10 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

FIRST Five (5) Year Renewal Term

Year 1 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

SECOND Five (5) Year Renewal Term

Year 1 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 2 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 3 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 4 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year
Year 5 (\$)	(90%) of the calculated commission on Commissionable Sales of the immediately preceding year

**STRATEGIC ALLIANCE PARTNERSHIP:**

Initial Ten (10) Year Term

Year 1 (\$)	\$250,000 One-time Contribution + ***\$87,500 in Strategic Alliance Partnership
Year 2 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 3 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 4 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 5 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 6 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 7 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 8 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 9 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 10 (\$)	***\$87,500 in Strategic Alliance Partnership

**FIRST Five (5) Year Renewal Term**

Year 1 (\$)	\$250,000 One-time Contribution + ***\$87,500 in Strategic Alliance Partnership
Year 2 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 3 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 4 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 5 (\$)	***\$87,500 in Strategic Alliance Partnership

**SECOND Five (5) Year Renewal Term**

Year 1 (\$)	\$250,000 One-time Contribution + ***\$87,500 in Strategic Alliance Partnership
Year 2 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 3 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 4 (\$)	***\$87,500 in Strategic Alliance Partnership
Year 5 (\$)	***\$87,500 in Strategic Alliance Partnership

**CAPITAL FACILITY INVESTMENT:**

Initial Ten (10) Year Term  
(Depreciated Over Ten Years)

Total Investment	\$1,350,000
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**FIRST Five (5) Year Renewal Term**

Total Investment	
------------------	--

**SECOND Five (5) Year Renewal Term**

Total Investment	
------------------	--

**TECHNOLOGY INVESTMENT:**

Initial Ten (10) Year Term

Total Investment	\$120,000
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**FIRST Five (5) Year Renewal Term**

Total Investment	\$120,000
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SECOND Five (5) Year Renewal Term

Total Investment	\$120,000
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**XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Risk Assessment Plan

Attachment E: Bookstore Facility CADD Drawings (*attached separately as a .pdf document*)

APPENDIX A  
LIST OF INSTITUTIONS  
CURRENTLY SERVED BY  
FOLLETT

Institutions Currently Served



School	City	State	Award	Enrollment
Alabama Agricultural and Mechanical University	Normal	Alabama	8/3/2010	6,106
Alabama State University	Montgomery	Alabama	7/22/2008	4,413
Athens State University	Athens	Alabama	7/26/2020	3,129
Bevill State Community College	Jasper	Alabama	7/17/2019	3,609
Calhoun Community College	Decatur	Alabama	7/10/2019	9,736
Jefferson State Community College	Birmingham	Alabama	7/13/2015	9,078
Lawson State Community College	Birmingham	Alabama	11/12/2015	3,274
Samford University	Birmingham	Alabama	5/31/2019	5,619
Shelton State Community College	Tuscaloosa	Alabama	7/22/2009	4,350
Tuskegee University	Tuskegee Inst.	Alabama	6/1/1981	3,026
University of North Alabama	Florence	Alabama	6/22/2010	7,488
University of Alaska Fairbanks	Fairbanks	Alaska	7/21/2010	7,404
Bow Valley College	Calgary	Alberta	5/30/2013	15,000
Grande Prairie Regional College	Grande Prairie	Alberta	5/8/2013	9,500
Red Deer College	Red Deer	Alberta	7/27/2011	7,500
SAIT Polytechnic	Calgary	Alberta	6/25/2020	
Arizona State University	Tempe	Arizona	5/23/2011	51,585
Chandler-Gilbert Community College	Chandler	Arizona	7/15/1987	14,728
Cochise College	Douglas	Arizona	6/18/2019	3,670
Coconino Community College	Flagstaff	Arizona	12/2/2006	3,719
Dine College	Tsaile	Arizona	7/5/2017	1,490
Eastern Arizona College	Thatcher	Arizona	2/15/1990	6,040
Embry-Riddle Aeronautical University-Prescott	Prescott	Arizona	7/23/2015	2,657
Estrella Mountain Community College	Avondale	Arizona	4/1/1994	9,976
Gateway Community College	Phoenix	Arizona	7/1/1987	5,081
Glendale Community College	Glendale	Arizona	7/1/1982	17,942
Grand Canyon University	Phoenix	Arizona	9/1/1991	90,253
Mesa Community College	Mesa	Arizona	7/1/1982	20,387
Northern Arizona University	Flagstaff	Arizona	12/2/2006	31,066
Paradise Valley Community College	Phoenix	Arizona	7/15/1987	8,115
Phoenix College	Phoenix	Arizona	7/1/1982	10,959
Pima Community College	Tucson	Arizona	12/31/1990	19,594
Rio Salado College	Tempe	Arizona	4/5/2004	18,304
Scottsdale Community College	Scottsdale	Arizona	7/1/1982	8,744
South Mountain Community College	Phoenix	Arizona	7/1/1982	4,075
University of Phoenix	Tempe	Arizona	8/1/2018	95,777
Yavapai College	Prescott	Arizona	7/13/2011	7,314
Arkansas State University-Mountain Home	Mountain Home	Arkansas	7/21/2015	1,345
University of Arkansas at Monticello	Monticello	Arkansas	7/18/2012	3,111
University of Arkansas at Pine Bluff	Pine Bluff	Arkansas	8/13/1990	2,579
University of Arkansas Pulaski Tech	North Little Rock	Arkansas	6/6/1997	4,531
Allan Hancock College	Santa Maria	California	3/23/2016	11,285
American River College	Sacramento	California	6/1/2020	30,192
Art Center College of Design	Pasadena	California	2/9/2001	2,249
Barstow Community College District	Barstow	California	6/24/2015	3,052
Berkeley City College	Berkeley	California	6/22/2007	6,053
Brandman University	Irvine	California	7/1/2010	8,766
California Lutheran University	Thousand Oaks	California	5/21/1982	4,383
California Polytechnic State University-San Luis Obispo	San Luis Obispo	California	6/30/2017	20,944
California State University-Bakersfield	Bakersfield	California	7/7/2011	10,816

Institutions Currently Served



School	City	State	Award	Enrollment
California State University-Channel Islands	Camarillo	California	8/1/2002	7,488
California State University-Chico	Chico	California	6/26/2014	17,578
California State University-Dominguez Hills	Carson	California	3/8/1986	16,732
California State University-East Bay	Hayward	California	7/31/2008	15,628
California State University-Fresno	Fresno	California	4/12/2019	25,137
California State University-Monterey Bay	Seaside	California	6/21/2017	7,102
California State University-Northridge	Northridge	California	7/18/1997	40,212
California State University-Sacramento	Sacramento	California	6/8/2005	31,902
California State University-San Bernardino	San Bernardino	California	7/14/2008	20,238
California State University-San Marcos	San Marcos	California	7/6/2011	15,972
Cerritos College	Norwalk	California	4/11/2001	21,745
Chapman University	Orange	California	8/16/1982	8,305
City College of San Francisco	San Francisco	California	3/22/2013	27,008
Claremont Graduate University	Claremont	California	6/27/2006	1,882
Claremont McKenna College	Claremont	California	6/27/2006	1,327
Claremont University Consortium	Claremont	California		1,349
Clovis Community College	Fresno	California	7/10/2019	7,765
College of Alameda	Alameda	California	6/5/1990	6,389
College of Marin	Kentfield	California	6/20/2014	5,026
College of the Desert	Palm Desert	California	12/7/2005	11,412
Concordia University (Irvine)	Irvine	California	7/1/2015	4,162
Copper Mountain College	Joshua Tree	California	4/1/2006	1,748
Cosumnes River College	Sacramento	California	6/1/2020	14,807
Crafton Hills College	Yucaipa	California	3/9/2018	6,552
Cypress College	Cypress	California	7/2/2013	15,794
De Anza College	Cupertino	California		23,230
Dominican University of California	San Rafael	California	7/13/1990	1,779
El Camino College Compton Center	Compton	California	11/14/2018	7,046
Evergreen Valley College	San Jose	California	10/1/2014	9,598
Folsom Lake College	Folsom	California	6/1/2020	7,942
Foothill College	Los Altos Hills	California		13,277
Foothill-De Anza Community College District System Office	Los Altos Hills	California		
Fresno City College	Fresno	California	7/11/2019	24,366
Fresno Pacific University	Fresno	California	7/15/2015	4,292
Gavilan College	Gilroy	California	11/27/1991	5,649
Glendale Community College	Glendale	California	11/30/2011	13,892
Golden Gate University	San Francisco	California	12/16/1999	2,515
Hartnell College	Salinas	California	5/17/2001	12,521
Harvey Mudd College	Claremont	California	6/27/2006	902
Holy Names University	Oakland	California	12/2/1985	960
Hope International University	Fullerton	California	10/22/1990	1,253
Humboldt State University	Arcata	California	7/11/2011	8,790
Imperial Valley College	Imperial	California	5/28/2002	8,340
Irvine Valley College	Irvine	California	5/1/1987	13,052
Keck Graduate Institute	Claremont	California	6/27/2006	617
La Sierra University	Riverside	California	8/26/2003	2,339
Laney College	Oakland	California	3/5/1991	10,404
Las Positas College	Livermore	California	9/30/1994	8,912
Los Rios Community College District Office	Sacramento	California	6/1/2020	
Madera Community College	Madera	California	7/10/2019	

Institutions Currently Served



School	City	State	Award	Enrollment
Marymount California University	Rancho Palos Verdes	California	3/24/1995	761
Mendocino College	Ukiah	California	7/22/2015	3,898
Merced College	Merced	California	5/2/2019	10,995
Merritt College	Oakland	California	7/9/1992	7,453
MiraCosta College	Oceanside	California	3/26/1998	13,720
Monterey Peninsula College	Monterey	California	1/26/1996	8,017
Moreno Valley College	Moreno Valley	California	5/3/2018	8,846
Mount Saint Mary's University	Los Angeles	California	7/1/2004	3,431
Norco College	Norco	California	5/3/2018	9,662
Notre Dame de Namur University	Belmont	California	9/17/1984	1,492
Ohlone College	Fremont	California	12/1/2010	8,835
Palomar College	San Marcos	California	11/1/1999	23,917
Pasadena City College	Pasadena	California	5/10/2018	26,862
Pepperdine University	Malibu	California	5/20/1983	7,691
Pitzer College	Claremont	California	6/27/2006	1,072
Pomona College	Claremont	California	6/27/2006	1,573
Professional Golfers Career College	Temecula	California	1/22/2015	162
Reedley College	Reedley	California	7/10/2019	11,189
Rio Hondo College	Whittier	California	4/1/1965	18,367
Riverside City College	Riverside	California	5/3/2018	19,086
Sacramento City College	Sacramento	California	6/1/2020	22,054
Saddleback College	Mission Viejo	California	7/1/1992	19,421
Samuel Merritt University	Oakland	California	3/21/2005	2,054
San Bernardino Valley College	San Bernardino	California	3/9/2018	13,837
San Francisco State University	San Francisco	California	7/2/2012	29,778
San Jose City College	San Jose	California	10/1/2014	9,270
Santa Rosa Junior College	Santa Rosa	California	3/17/2017	22,411
Scripps College	Claremont	California	6/27/2006	1,071
Shasta College	Redding	California	4/4/2002	9,105
South Orange County Community College District	Mission Viejo	California		
Southwestern University Law School	Los Angeles	California	5/11/1988	734
Stanford University	Stanford	California	7/1/1999	17,381
Touro University California	Vallejo	California		1,378
University of California Berkeley - Athletics		California		38,189
University of California-Berkeley School of Law	Berkeley	California	2/20/2013	37,565
University of California-Merced	Merced	California	3/25/2020	6,268
University of California-San Francisco	San Francisco	California	7/18/2012	3,114
University of La Verne	La Verne	California	6/17/1985	8,064
University of San Francisco	San Francisco	California	12/3/1984	10,713
University of Southern California-Course Materials	Los Angeles	California	12/11/2014	47,310
University of the Pacific	Stockton	California	7/2/2019	6,493
Vanguard University of Southern California	Costa Mesa	California	6/26/2015	2,169
West Hills College	Coalinga	California	7/1/2008	4,623
West Hills Community College District	Coalinga	California		
Whittier College and Law School	Whittier	California	7/5/2005	1,852
Woodland Community College	Woodland	California	7/26/2001	2,955
Yuba College	Marysville	California	7/26/2001	6,869
Yuba Community College District	Marysville	California		
Arapahoe Community College	Littleton	Colorado	7/1/1977	11,544
Community College of Aurora	Aurora	Colorado	7/2/1990	7,981

Institutions Currently Served



School	City	State	Award	Enrollment
Regis University	Denver	Colorado	3/12/1992	7,907
United States Air Force Academy	USAF Academy	Colorado	10/28/2016	4,111
University of Denver	Denver	Colorado	2/29/2012	11,952
University of Northern Colorado	Greeley	Colorado	6/15/2011	13,437
Asnuntuck Community College	Enfield	Connecticut	9/10/1971	1,858
Capital Community College	Hartford	Connecticut	6/1/1977	3,290
Connecticut College	New London	Connecticut	5/1/1980	1,844
Fairfield University	Fairfield	Connecticut	9/1/1964	5,273
Gateway Community College	New Haven	Connecticut	9/1/1972	7,016
Goodwin College	East Hartford	Connecticut	11/7/2018	3,397
Housatonic Community College	Bridgeport	Connecticut	4/1/1972	5,012
Manchester Community College	Manchester	Connecticut	5/1/1976	6,003
Middlesex Community College	Middletown	Connecticut	7/1/1980	2,902
Mitchell College	New London	Connecticut	6/29/2015	723
Naugatuck Valley Community College	Waterbury	Connecticut	12/17/2009	6,237
Northwestern Connecticut Community-Technical College	Winsted	Connecticut	7/1/1978	1,299
Norwalk Community College	Norwalk	Connecticut	12/17/2009	5,413
Quinebaug Valley Community College	Danielson	Connecticut	12/17/2009	1,335
Quinnipiac University	Hamden	Connecticut	7/1/1987	10,207
Sacred Heart University	Fairfield	Connecticut	8/1/1975	8,958
Three Rivers Community College	Norwich	Connecticut	9/1/1972	3,997
Tunxis Community College	Farmington	Connecticut	12/17/2009	3,902
University of Hartford	West Hartford	Connecticut	4/1/1986	6,912
University of New Haven	West Haven	Connecticut	6/1/1967	6,867
Western Connecticut State University	Danbury	Connecticut	7/20/2015	5,642
Delaware State University	Dover	Delaware	5/18/2001	4,288
Delaware Technical Community College	Dover	Delaware	7/14/2014	-
American University	Washington	District of Columbia	7/6/1999	14,311
George Washington University	Washington	District of Columbia	7/1/1989	26,212
University of the District of Columbia	Washington	District of Columbia	11/4/1998	4,244
Ave Maria School of Law	Naples	Florida	12/1/2019	269
Ave Maria University	Ave Maria	Florida	10/1/2014	1,110
Barry University	Miami Shores	Florida	7/1/1981	7,186
Bethune Cookman University	Daytona Beach	Florida	7/1/1984	3,773
Cape Coral Tech	Cape Coral	Florida	7/22/2015	
College of the Florida Keys	Key West	Florida	4/15/2013	862
Daytona State College	Daytona Beach	Florida	8/12/1982	13,737
Edward Waters University	Jacksonville	Florida	8/5/2014	2,906
Embry-Riddle Aeronautical University	Daytona Beach	Florida	6/29/2015	6,613
Embry-Riddle Aeronautical University-Worldwide	Daytona Beach	Florida	8/1/2016	5,806
Everglades University	Boca Raton	Florida	8/29/2018	1,378
First Coast Technical College	St. Augustine	Florida	7/27/2020	
Florida Atlantic University	Boca Raton	Florida	4/12/2018	29,772
Florida Coastal School of Law	Jacksonville	Florida	7/14/2015	955
Florida Gateway College	Lake City	Florida	3/13/2018	2,860
Florida Memorial University	Miami Gardens	Florida	5/23/2019	1,189
Florida Polytechnic University	Lakeland	Florida	4/10/2020	924
Florida SouthWestern State College	Fort Myers	Florida	10/1/1984	16,556
Florida State College at Jacksonville	Jacksonville	Florida	7/1/1980	23,413
Florida State University	Tallahassee	Florida	7/1/1991	41,005
Fort Myers Technical College	Fort Myers	Florida	7/22/2015	
Keiser University	Fort Lauderdale	Florida	7/31/2015	19,510
Lake-Sumter State College	Leesburg	Florida	7/1/1983	4,812

Institutions Currently Served



School	City	State	Award	Enrollment
Miami Dade College	Miami	Florida	4/29/1996	54,973
North Florida Community College	Madison	Florida	3/31/2019	1,455
Palm Beach Atlantic University	West Palm Beach	Florida	11/29/2012	3,705
Palm Beach State College	Lake Worth	Florida	3/3/2000	31,816
Pensacola State College	Pensacola	Florida	10/22/1993	9,773
Pine Crest School	Fort Lauderdale	Florida	5/10/2019	
Ringling College of Art and Design	Sarasota	Florida	11/25/1991	1,561
Rollins College	Winter Park	Florida	5/28/1993	3,127
Rollins College - Einstein Bagels		Florida		
South Florida State College	Avon Park	Florida	6/27/2014	2,910
Southeastern University	Lakeland	Florida	5/21/2001	8,755
State College of Florida, Manatee-Sarasota	Bradenton	Florida	7/23/2015	10,229
Stetson University/Stetson University Law	DeLand	Florida	11/16/2010	4,341
Tallahassee Community College	Tallahassee	Florida	4/11/2005	11,914
University of Florida	Gainesville	Florida	7/1/2000	52,218
University of Florida Athletic Association		Florida	2/26/2014	
University of Miami	Coral Gables	Florida	5/30/1998	17,331
University of North Florida	Jacksonville	Florida	10/15/2001	16,776
University of South Florida	Tampa	Florida	6/29/2018	43,846
University of West Florida	Pensacola	Florida	8/2/2001	12,847
Warner University	Lake Wales	Florida	5/31/2018	1,116
Agnes Scott College	Decatur	Georgia	7/1/1993	882
Albany State University	Albany	Georgia	11/7/2007	6,371
Athens Technical College	Athens	Georgia	6/24/2005	4,567
Atlanta Technical College	Atlanta	Georgia	5/6/2020	4,282
Atlanta's John Marshall Law School	Atlanta	Georgia	7/1/2012	522
Central Georgia Technical College	Macon	Georgia	7/9/2015	8,219
Chattahoochee Technical College	Marietta	Georgia	7/14/2015	10,483
Clark Atlanta University	Atlanta	Georgia	7/24/2018	3,911
East Georgia State College	Swainsboro	Georgia	7/21/2015	2,942
Fort Valley State University	Fort Valley	Georgia	4/26/2001	2,776
Georgia Highlands College	Rome	Georgia	9/29/2010	6,184
Georgia Southwestern State University	Americus	Georgia		2,666
Georgia State University	Atlanta	Georgia	5/1/1987	34,316
Gwinnett Technical College	Lawrenceville	Georgia	2/24/2000	9,214
Morehouse College	Atlanta	Georgia	6/12/2002	2,206
Point University	West Point	Georgia	4/1/2015	2,248
Savannah College of Art and Design	Savannah	Georgia	11/29/1999	14,086
Savannah State University	Savannah	Georgia	6/24/2015	4,077
Shorter University	Rome	Georgia	7/7/2009	1,452
Spelman College	Atlanta	Georgia	7/1/1993	2,171
University of Georgia	Athens	Georgia	12/1/2003	38,652
Young Harris College	Young Harris	Georgia	5/21/2008	1,425
College of Eastern Idaho	Idaho Falls	Idaho	2/4/2016	1,288
College of Western Idaho	Nampa	Idaho	5/28/2012	10,277
Lewis-Clark State College	Lewiston	Idaho	6/15/2006	3,684
North Idaho College	Coeur d'Alene	Idaho	10/6/2016	5,543
Carl Sandburg College	Galesburg	Illinois	6/19/2014	1,860
Chicago State University	Chicago	Illinois	11/1/1984	2,964
College of DuPage	Glen Ellyn	Illinois	7/21/2000	24,900
Danville Area Community College	Danville	Illinois	6/26/2014	2,620
Dominican University	River Forest	Illinois	4/28/2006	2,990
Governors State University	University Park	Illinois	8/1/1978	4,857

Institutions Currently Served



School	City	State	Award	Enrollment
Harper College	Palatine	Illinois	6/28/2013	13,530
Heartland Community College	Normal	Illinois	5/23/2001	5,063
Illinois Wesleyan University	Bloomington	Illinois	5/14/2020	1,893
John A. Logan College	Carterville	Illinois	7/1/2009	4,040
Knox College	Galesburg	Illinois	7/6/2015	1,333
Lake Forest College	Lake Forest	Illinois	10/31/1987	1,512
Lake Forest Graduate School of Management	Lake Forest	Illinois	7/1/2011	401
Lewis and Clark Community College	Godfrey	Illinois	7/20/2015	6,698
Lewis University	Romeoville	Illinois	10/31/2003	6,440
Loyola University Chicago	Chicago	Illinois	4/14/2009	16,437
McKendree University	Lebanon	Illinois	6/29/2015	2,494
Monmouth College	Monmouth	Illinois	7/1/2015	914
Morton College	Cicero	Illinois	7/24/2018	4,351
New Trier High School (secondary)		Illinois	7/30/2001	3,006
Northeastern Illinois University	Chicago	Illinois	4/14/2016	8,103
Northern Illinois University	De Kalb	Illinois	5/15/2018	17,169
Quincy University	Quincy	Illinois	7/15/1998	1,086
Richland Community College	Decatur	Illinois	7/22/2015	2,476
Sauk Valley Community College	Dixon	Illinois	5/22/2001	1,628
South Suburban College of Cook County	South Holland	Illinois	6/30/2021	4,329
Southern Illinois University Carbondale	Carbondale	Illinois	5/22/2001	12,817
Triton College	River Grove	Illinois	12/9/2002	10,529
University of Illinois at Springfield	Springfield	Illinois	2/16/1981	4,575
Wheaton College	Wheaton	Illinois	7/3/2019	2,944
Butler University	Indianapolis	Indiana	12/1/1989	5,495
DePauw University	Greencastle	Indiana	6/20/2012	2,156
Franklin College of Indiana	Franklin	Indiana	11/6/1998	982
Holy Cross College	Notre Dame	Indiana	5/25/2000	499
Huntington University	Huntington	Indiana	5/29/2014	1,302
Indiana University-Purdue University Fort Wayne	Fort Wayne	Indiana	7/1/1969	10,139
Marian University	Indianapolis	Indiana	6/30/2000	3,592
Purdue University Calumet	Hammond	Indiana	10/1/1976	10,473
Purdue University North Central	Westville	Indiana	5/28/1987	1,827
Saint Mary-of-the-Woods College	St Mary of the Woods	Indiana	6/9/2008	873
Saint Mary's College	Notre Dame	Indiana	10/20/2010	1,611
Trine University	Angola	Indiana	6/12/1992	4,320
University of Indianapolis	Indianapolis	Indiana	3/18/1991	5,935
University of Notre Dame	Notre Dame	Indiana	4/7/1997	12,607
Valparaiso University	Valparaiso	Indiana	4/6/2006	3,786
Cornell College	Mount Vernon	Iowa	3/26/2008	1,028
Des Moines Area Community College	Ankeny	Iowa	7/9/2008	23,474
Drake University	Des Moines	Iowa	7/8/2015	4,869
Graceland University	Lamoni	Iowa	8/7/2001	1,993
Simpson College	Indianola	Iowa	5/29/1999	1,444
St. Ambrose University	Davenport	Iowa	10/17/2012	3,045
University of Iowa	Iowa City	Iowa	4/22/2021	31,387
William Penn University	Oskaloosa	Iowa	7/22/2015	1,279
Baker University	Baldwin City	Kansas	2/24/2010	2,769
Friends University	Wichita	Kansas	3/19/2008	1,926
Kansas State University	Manhattan	Kansas	6/26/2013	22,221
Kansas State University-Salina, College of Technology and Aviation	Salina	Kansas	12/6/1994	-
Pratt Community College	Pratt	Kansas	7/31/1987	1,234

Institutions Currently Served



School	City	State	Award	Enrollment
Bellarmino University	Louisville	Kentucky	11/13/1997	3,369
Centre College	Danville	Kentucky	12/18/1996	1,434
Georgetown College	Georgetown	Kentucky	12/13/2012	1,608
Kentucky State University	Frankfort	Kentucky	4/25/2019	1,778
Transylvania University	Lexington	Kentucky	5/31/2001	987
University of Louisville	Louisville	Kentucky	5/17/2016	21,294
Bossier Parish Community College	Bossier City	Louisiana	7/1/2015	6,596
Dillard University	New Orleans	Louisiana	5/15/2001	1,309
Fletcher Technical Community College	Schriever	Louisiana	7/7/2015	1,951
Northwestern State University	Natchitoches	Louisiana	2/22/2018	11,081
South Louisiana Community College	Lafayette	Louisiana	6/15/2009	6,282
Southeastern Louisiana University	Hammond	Louisiana	4/25/2012	14,298
Southeastern Louisiana University Textbook Rental		Louisiana	11/3/2014	
Southern University and A&M College	Baton Rouge	Louisiana	5/16/2001	6,401
Southern University and Agricultural & Mechanical College System Office	Baton Rouge	Louisiana		
Southern University at New Orleans	New Orleans	Louisiana	12/18/2013	2,356
Southern University at Shreveport	Shreveport	Louisiana	7/1/2009	2,651
Southern University Law Center	Baton Rouge	Louisiana	4/21/2014	618
University of New Orleans	New Orleans	Louisiana	6/27/2013	8,151
Husson University	Bangor	Maine	12/2/1985	3,761
Maine College of Health Professions	Lewiston	Maine	4/15/2018	199
Maine Maritime Academy	Castine	Maine	9/19/1984	997
University of New England	Biddeford	Maine	7/1/1990	8,010
Assiniboine Community College	Brandon	Manitoba	6/20/2007	3,600
Brandon University	Brandon	Manitoba	3/23/2016	3,300
University of Winnipeg	Winnipeg	Manitoba	7/7/2009	10,106
Bowie State University	Bowie	Maryland	11/15/1985	6,320
Capitol Technology University	Laurel	Maryland	8/1/2017	804
Carroll Community College	Westminster	Maryland	6/29/2015	3,050
Coppin State University	Baltimore	Maryland	7/24/2019	3,133
Montgomery College	Rockville	Maryland	3/31/2016	21,720
Prince George's Community College	Largo	Maryland	7/7/2015	11,885
American International College	Springfield	Massachusetts	6/27/2003	3,152
Anna Maria College	Paxton	Massachusetts	7/1/2009	1,461
Babson College	Babson Park	Massachusetts	6/1/2017	3,057
Bay Path University	Longmeadow	Massachusetts	8/1/2000	3,444
Bay State College	Boston	Massachusetts	11/1/2012	1,069
Berkshire Community College	Pittsfield	Massachusetts	7/25/2006	1,696
Boston College	Chestnut Hill	Massachusetts	8/4/2008	14,720
Brandeis University	Waltham	Massachusetts	7/16/2014	5,800
Bridgewater State University	Bridgewater	Massachusetts	4/18/1996	10,990
Bristol Community College	Fall River	Massachusetts	6/20/2006	7,214
Bunker Hill Community College	Boston	Massachusetts	6/14/2019	12,522
Cape Cod Community College	West Barnstable	Massachusetts	7/1/1979	2,996
Curry College	Milton	Massachusetts	6/3/2005	2,580
Dean College	Franklin	Massachusetts	8/1/1984	1,320
Elms College	Chicopee	Massachusetts	2/28/2006	1,531
Emmanuel College	Boston	Massachusetts	4/21/2005	2,209
Endicott College	Beverly	Massachusetts	6/1/2001	4,794
Fitchburg State University	Fitchburg	Massachusetts	4/19/1996	7,199
Framingham State University	Framingham	Massachusetts	4/18/1996	5,565
Gordon College	Wenham	Massachusetts	7/11/2006	1,955
Greenfield Community College	Greenfield	Massachusetts	10/17/2012	1,822

Institutions Currently Served



School	City	State	Award	Enrollment
Massachusetts Bay Community College	Wellesley Hills	Massachusetts	7/17/1998	4,368
Massachusetts College of Art and Design	Boston	Massachusetts	6/30/1998	2,087
Massachusetts College of Liberal Arts	North Adams	Massachusetts	4/18/1996	1,452
Massachusetts Maritime Academy	Buzzards Bay	Massachusetts	4/18/1996	1,802
MCPHS University	Boston	Massachusetts	7/1/1998	7,064
Middlesex Community College	Bedford	Massachusetts	6/26/1997	8,090
Mount Wachusett Community College	Gardner	Massachusetts	7/17/2019	3,724
North Shore Community College	Danvers	Massachusetts	3/1/2018	6,961
Northern Essex Community College	Haverhill	Massachusetts	5/1/2013	5,233
Pine Manor College	Chestnut Hill	Massachusetts	7/28/2021	420
Quinsigamond Community College	Worcester	Massachusetts	10/20/2016	7,263
Regis College	Weston	Massachusetts	6/16/1965	2,757
Salem State University	Salem	Massachusetts	4/18/1996	8,338
Smith College	Northampton	Massachusetts	7/10/2013	2,903
Springfield College	Springfield	Massachusetts	6/1/1984	3,139
Springfield Technical Community College	Springfield	Massachusetts	8/14/2008	4,921
Stonehill College	Easton	Massachusetts	3/1/1970	2,556
Suffolk University and Law School	Boston	Massachusetts	11/18/2005	7,186
University of Massachusetts Boston	Boston	Massachusetts	3/1/1974	16,164
University of Massachusetts Dartmouth	North Dartmouth	Massachusetts	3/19/2014	8,513
University of Massachusetts Lowell	Lowell	Massachusetts	6/28/2011	18,242
Wentworth Institute of Technology	Boston	Massachusetts	7/1/1976	4,516
Western New England University	Springfield	Massachusetts	5/1/1980	3,780
Wheaton College	Norton	Massachusetts	8/1/1972	1,760
Williams College	Williamstown	Massachusetts	4/1/1991	2,149
Worcester State University	Worcester	Massachusetts	4/19/1996	6,217
Aquinas College	Grand Rapids	Michigan	7/1/2015	1,758
Bay College	Escanaba	Michigan	7/13/2006	1,935
Calvin College	Grand Rapids	Michigan	6/25/2015	3,732
Eastern Michigan University	Ypsilanti	Michigan	10/16/2006	19,123
Glen Oaks Community College	Centreville	Michigan	4/30/2015	1,201
Grand Rapids Community College	Grand Rapids	Michigan	6/26/1998	13,788
Macomb Community College	Warren	Michigan	11/1/2003	20,220
Michigan State University	East Lansing	Michigan	6/30/2015	50,538
North Central Michigan College	Petoskey	Michigan	2/15/2016	2,329
Northwood University	Midland	Michigan	7/21/2015	3,177
Southwestern Michigan College	Dowagiac	Michigan	10/24/2013	2,130
St. Clair County Community College	Port Huron	Michigan	7/2/2015	3,541
Wayne County Community College District	Detroit	Michigan	6/24/2015	14,957
Western Michigan University	Kalamazoo	Michigan	4/11/2013	22,562
Bemidji State University	Bemidji	Minnesota	4/13/2011	5,111
Hamline University	Saint Paul	Minnesota	7/9/2015	3,526
Mitchell Hamline School of Law	Saint Paul	Minnesota	11/1/1996	1,154
Northwest Technical College-Distance Minnesota	Bemidji	Minnesota	5/1/2015	1,080
St. Cloud State University	Saint Cloud	Minnesota	5/15/2001	13,928
Alcorn State University	Lorman	Mississippi	8/1/2017	3,658
Holmes Community College	Goodman	Mississippi	6/14/1989	5,678
Jackson State University	Jackson	Mississippi	7/1/1994	7,250
Millsaps College	Jackson	Mississippi	7/1/1996	809
Mississippi College	Clinton	Mississippi	12/17/2003	5,103
Mississippi College School of Law		Mississippi	5/31/2005	
Tougaloo College	Tougaloo	Mississippi	7/1/1994	736
Evangel University	Springfield	Missouri	7/9/2015	2,098

Institutions Currently Served



School	City	State	Award	Enrollment
Jefferson College	Hillsboro	Missouri	6/30/2000	4,432
Lincoln University	Jefferson City	Missouri	7/15/2019	3,117
Logan University	Chesterfield	Missouri	5/31/2018	915
Metropolitan Community College	Kansas City	Missouri	9/16/2015	6,000
Missouri Baptist University	Saint Louis	Missouri	11/15/2007	5,292
Southeast Missouri State University	Cape Girardeau	Missouri	6/25/2013	11,071
Southwest Baptist University	Bolivar	Missouri	7/7/2015	3,357
Truman State University	Kirksville	Missouri	6/29/2011	5,853
Washington University in St. Louis	Saint Louis	Missouri	11/10/1997	15,852
Washington University in St. Louis-School of Medicine	Saint Louis	Missouri	12/8/2016	481
Webster University	Webster Groves	Missouri	12/1/1978	11,406
Westminster College	Fulton	Missouri	7/8/2010	717
Rocky Mountain College	Billings	Montana	10/23/1989	997
Bellevue University	Bellevue	Nebraska	7/1/1975	9,621
Central Community College	Grand Island	Nebraska	7/1/1980	6,354
Concordia University (Nebraska)	Seward	Nebraska	6/30/2015	2,457
Doane University	Crete	Nebraska	9/20/2019	1,057
Metropolitan Community College	Omaha	Nebraska	7/1/1985	14,913
Mid-Plains Community College-North Platte and McCook	North Platte	Nebraska	7/1/1980	2,216
University of Nebraska - Lincoln	Lincoln	Nebraska	7/2/1998	25,820
Wayne State College	Wayne	Nebraska	6/30/2009	3,633
College of Southern Nevada	Las Vegas	Nevada	5/3/1996	34,169
Great Basin College	Elko	Nevada	6/25/2003	3,451
Nevada State College	Henderson	Nevada	5/27/2020	3,534
Sierra Nevada University	Incline Village	Nevada	4/1/2013	1,044
University of New Brunswick	Fredericton	New Brunswick	8/14/1999	
University of New Brunswick-Saint John	Saint John	New Brunswick	10/26/2011	9,700
Franklin Pierce University	Rindge	New Hampshire	11/9/1998	2,178
Great Bay Community College	Portsmouth	New Hampshire	11/18/2005	1,887
Lakes Region Community College	Laconia	New Hampshire	11/18/2005	729
Manchester Community College	Manchester	New Hampshire	11/18/2005	2,574
Nashua Community College	Nashua	New Hampshire	11/18/2005	1,626
NHTI-Concord's Community College	Concord	New Hampshire	11/18/2005	3,478
River Valley Community College	Claremont	New Hampshire	11/18/2005	792
Rivier University	Nashua	New Hampshire	3/31/1990	2,319
Saint Anselm College	Manchester	New Hampshire	1/1/1985	2,024
White Mountains Community College	Berlin	New Hampshire	11/18/2005	699
Atlantic Cape Community College	Mays Landing	New Jersey	3/22/1985	4
Bergen Community College	Paramus	New Jersey	12/22/1985	13,352
Brookdale Community College	Lincroft	New Jersey	5/24/2018	11,856
Centenary University	Hackettstown	New Jersey	4/1/1984	1,802
Drew University	Madison	New Jersey	6/25/1993	2,263
Essex County College	Newark	New Jersey	5/16/2019	7,514
Fairleigh Dickinson University	Teaneck	New Jersey	7/1/1979	7,871
Felician University	Lodi	New Jersey	6/4/1998	2,004
Georgian Court University	Lakewood	New Jersey	7/11/2007	2,458
Hudson County Community College	Jersey City	New Jersey	6/4/1990	8,408
Mercer County Community College	West Windsor	New Jersey	11/30/2006	7,686
Montclair State University	Montclair	New Jersey	5/6/1994	21,115
New Jersey Institute of Technology	Newark	New Jersey	7/1/1989	11,423
Passaic County Community College	Paterson	New Jersey	7/16/1999	6,480
Ramapo College of New Jersey	Mahwah	New Jersey	2/1/1978	6,174
Raritan Valley Community College	Branchburg	New Jersey	8/18/2010	7,887

Institutions Currently Served



School	City	State	Award	Enrollment
Rowan College at Burlington County	Pemberton	New Jersey	4/1/1999	8,890
Saint Peter's University	Jersey City	New Jersey	10/11/2012	3,452
Seton Hall University	South Orange	New Jersey	5/1/1982	10,162
Seton Hall University School of Law		New Jersey	7/21/2010	
Stockton University	Galloway	New Jersey	5/1/1977	9,621
Union County College	Cranford	New Jersey	4/30/2001	9,412
William Paterson University of New Jersey	Wayne	New Jersey	8/22/1991	10,198
Central New Mexico Community College	Albuquerque	New Mexico	12/2/1994	23,553
Eastern New Mexico University-Roswell	Roswell	New Mexico	7/6/2015	2,427
New Mexico State University at Alamogordo	Alamogordo	New Mexico		1,848
New Mexico State University at Carlsbad	Carlsbad	New Mexico		1,931
New Mexico State University Dona Ana Community College East Mesa Campus	Las Cruces	New Mexico	6/17/2020	-
New Mexico State University Grants	Grants	New Mexico		1,145
New Mexico State University Main Campus	Las Cruces	New Mexico	6/17/2020	15,490
Western New Mexico University	Silver City	New Mexico	11/30/1993	3,248
Adelphi University	Garden City	New York	7/25/2018	8,146
Albany College of Pharmacy and Health Sciences	Albany	New York	4/19/1988	1,331
Albert Einstein College of Medicine	The Bronx	New York	11/1/2020	
Canisius College	Buffalo	New York	3/1/1973	3,244
Cazenovia College	Cazenovia	New York	10/12/2000	870
City University of New York Herbert H. Lehman College	Bronx	New York	7/26/2011	14,787
City University of New York Kingsborough Community College	Brooklyn	New York	5/22/2008	15,051
College of Saint Rose	Albany	New York	7/1/1995	3,983
Dominican College of Blauvelt	Orangeburg	New York	4/28/2016	1,956
Dutchess Community College	Poughkeepsie	New York	7/28/2017	9,546
Erie Community College	Buffalo	New York	7/1/1999	10,529
Finger Lakes Community College	Canandaigua	New York	6/9/2021	6,755
Five Towns College	Dix Hills	New York	6/15/2017	653
Fulton-Montgomery Community College	Johnstown	New York	11/20/2013	2,451
Hilbert College	Hamburg	New York	6/9/2005	764
Jefferson Community College	Watertown	New York	11/17/2016	3,748
Keuka College	Keuka Park	New York	6/29/2000	1,926
LIM College	New York	New York	7/10/2009	1,781
Manhattanville College	Purchase	New York	3/1/1971	2,494
Medaille College	Buffalo	New York	7/16/2008	2,146
Mercy College	Dobbs Ferry	New York	8/16/2004	9,031
Molloy College	Rockville Centre	New York	7/1/1998	4,894
Mount Saint Mary College	Newburgh	New York	6/13/2019	2,352
Nassau Community College	Garden City	New York	3/27/2018	17,406
New York Chiropractic College	Seneca Falls	New York	8/1/1991	895
New York City College of Technology/City University of New York	Brooklyn	New York	7/27/2006	17,269
New York University	New York	New York	7/19/2017	51,847
Notre Dame High School		New York	5/1/2006	
Orange County Community College	Middletown	New York	6/22/2017	6,982
Purchase College, State University of New York	Purchase	New York	7/8/2015	4,234
Rensselaer Polytechnic Institute	Troy	New York	6/17/2015	7,895

Institutions Currently Served



School	City	State	Award	Enrollment
Rockland Community College	Suffern	New York	5/30/1985	6,859
Russell Sage College	Troy	New York	4/1/1979	2,633
Siena College	Loudonville	New York	8/1/1965	3,221
St. Bonaventure University	St. Bonaventure	New York	3/1/1991	2,379
St. John's University	Queens	New York	4/30/2004	20,877
St. Thomas Aquinas College	Sparkill	New York	6/20/1996	2,000
State University of New York at New Paltz	New Paltz	New York	7/22/2015	7,608
State University of New York College at Plattsburgh	Plattsburgh	New York	3/21/2017	5,718
State University of New York Maritime College	Throggs Neck	New York	6/27/2002	1,734
State University of New York Upstate Medical University	Syracuse	New York	3/26/2008	1,580
Suffolk County Community College	Selden	New York	7/15/2009	-
Sullivan County Community College	Loch Sheldrake	New York	8/1/1972	1,595
SUNY Broome Community College	Binghamton	New York	7/16/2012	6,507
Tompkins Cortland Community College	Dryden	New York	7/1/1998	2,373
Ulster County Community College	Stone Ridge	New York	5/1/2002	3,554
University at Buffalo-SUNY (North Campus)	Buffalo	New York	4/1/1978	31,503
University at Buffalo-SUNY (South Campus)		New York	10/7/1987	14,898
Utica College	Utica	New York	6/28/2012	5,196
Wagner College	Staten Island	New York	7/18/2018	2,218
Alamance Community College	Graham	North Carolina	10/28/1988	4,248
Beaufort County Community College	Washington	North Carolina	6/6/2019	1,543
Brunswick Community College	Bolivia	North Carolina	7/8/2015	1,482
Carteret Community College	Morehead City	North Carolina	7/7/2015	1,390
Catawba College	Salisbury	North Carolina	4/25/2007	1,294
Central Carolina Community College	Sanford	North Carolina	6/23/2010	5,190
Chowan University	Murfreesboro	North Carolina	7/13/2015	1,399
Cleveland Community College	Shelby	North Carolina	8/2/2010	2,551
College of the Albemarle	Elizabeth City	North Carolina	7/7/2000	2,551
Craven Community College	New Bern	North Carolina	7/14/2005	3,003
Davidson-Davie County Community College	Lexington	North Carolina	5/11/2001	3,654
Durham Technical Community College	Durham	North Carolina	10/9/2003	5,434
Elizabeth City State University	Elizabeth City	North Carolina	4/17/2014	1,677
Fayetteville State University	Fayetteville	North Carolina	6/20/1993	6,318
Guilford College	Greensboro	North Carolina	10/11/2000	1,576
Haywood Community College	Clyde	North Carolina	7/12/2018	1,627
James Sprunt Community College	Kenansville	North Carolina	7/1/2020	1,195
Johnson & Wales University-Charlotte	Charlotte	North Carolina	6/21/2004	1,681
Johnson C. Smith University	Charlotte	North Carolina	7/18/2012	1,565
Lenoir-Rhyne University	Hickory	North Carolina	7/6/2015	2,700
Mayland Community College	Spruce Pine	North Carolina	8/1/2013	1,082
Methodist University	Fayetteville	North Carolina	3/30/2017	2,092
North Carolina Central University	Durham	North Carolina	12/12/2002	8,207
Piedmont Community College	Roxboro	North Carolina	7/11/2018	1,321
Queens University of Charlotte	Charlotte	North Carolina	10/15/2009	2,536
Richmond Community College	Hamlet	North Carolina	2/1/1995	2,555
Roanoke-Chowan Community College	Ahoskie	North Carolina	7/20/2015	751
Shaw University	Raleigh	North Carolina	7/1/2015	1,411
South Piedmont Community College	Polkton	North Carolina	7/23/2015	2,847
Southwestern Community College	Sylva	North Carolina	6/28/2012	2,469

Institutions Currently Served



School	City	State	Award	Enrollment
St. Andrews University	Laurinburg	North Carolina	7/7/2016	683
Stanly Community College	Albemarle	North Carolina	5/29/2019	2,545
Tri-County Community College	Murphy	North Carolina	7/21/2015	963
University of North Carolina at Asheville	Asheville	North Carolina	8/4/2011	3,762
University of North Carolina at Pembroke	Pembroke	North Carolina	7/27/2017	7,137
Vance-Granville Community College	Henderson	North Carolina	3/17/2021	3,257
Wake Forest University	Winston-Salem	North Carolina	6/28/2013	8,401
Warren Wilson College	Asheville	North Carolina	4/17/2017	741
Wayne Community College	Goldsboro	North Carolina	6/24/2015	3,238
William Peace University	Raleigh	North Carolina	7/7/2011	910
Dickinson State University	Dickinson	North Dakota	10/25/2017	1,392
University of North Dakota	Grand Forks	North Dakota	4/1/2009	13,847
Acadia University	Wolfville	Nova Scotia	8/13/2007	3,785
Cape Breton University	Sydney	Nova Scotia	7/30/2014	2,511
Baldwin Wallace University	Berea	Ohio	7/1/2020	3,996
Cincinnati State Technical and Community College	Cincinnati	Ohio	7/1/1981	8,205
Cleveland State University	Cleveland	Ohio	7/15/2015	16,069
Edison State Community College	Piqua	Ohio	11/18/2009	3,676
John Carroll University	University Heights	Ohio	4/7/2004	3,555
North Central State College	Mansfield	Ohio	9/1/1988	2,963
Otterbein University	Westerville	Ohio	2/1/1990	2,886
Southern State Community College	Hillsboro	Ohio	6/30/2015	2,455
Terra State Community College	Fremont	Ohio	10/27/2016	2,228
Tiffin University	Tiffin	Ohio	7/9/2015	3,045
University of Cincinnati Main Campus	Cincinnati	Ohio	9/6/2005	37,886
Ursuline College	Cleveland	Ohio	6/22/2001	1,073
Wilmington College	Wilmington	Ohio	4/7/1992	1,260
Xavier University	Cincinnati	Ohio	7/1/1986	7,127
Connors State College	Warner	Oklahoma	7/29/2013	2,090
Langston University	Langston	Oklahoma	4/29/1991	2,119
Northwestern Oklahoma State University	Alva	Oklahoma	7/21/2015	1,992
Oklahoma Wesleyan University	Bartlesville	Oklahoma	7/7/2015	1,096
Oral Roberts University	Tulsa	Oklahoma	4/22/1993	4,053
Rose State College	Midwest City	Oklahoma	7/27/2006	7,420
University of Tulsa	Tulsa	Oklahoma	6/1/1989	4,671
Algoma University	Sault Ste. Marie	Ontario	7/26/2005	1,300
Cambrian College	Sudbury	Ontario	8/19/2004	4,490
Canadore College & Nipissing University	North Bay	Ontario	7/22/2009	5,260
Carleton University	Ottawa	Ontario	4/1/1998	30,940
Centennial College	Toronto	Ontario	3/31/2008	41,000
Confederation College of Applied Arts & Technology	Thunder Bay	Ontario	6/24/2002	
Fleming College	Peterborough	Ontario	8/14/1996	15,800
Humber College Institute of Technology & Advanced Learning	Toronto	Ontario	6/1/1994	
Laurentian University	Sudbury	Ontario	5/12/2005	9,515
Loyalist College	Belleville	Ontario	8/19/2004	474
Niagara College	Welland	Ontario	8/19/2004	24,000
Northern College	Timmins	Ontario	8/19/2004	
Ontario Tech University	Oshawa	Ontario	6/2/2020	
Saint Lawrence College	Kingston	Ontario	7/15/2004	26,700
Sault College	Sault Ste. Marie	Ontario	6/10/2002	4,500
Seneca College	Toronto	Ontario	6/11/2014	

Institutions Currently Served



School	City	State	Award	Enrollment
Sheridan Institute of Technology & Advanced Learning	Oakville	Ontario	6/10/1996	
St. Clair College of Applied Arts & Technology	Windsor	Ontario	8/1/1996	
Trent University	Peterborough	Ontario	7/30/1998	8,205
University of Ottawa	Ottawa	Ontario	2/1/1990	41,749
George Fox University	Newberg	Oregon	6/16/2015	3,941
Lane Community College	Eugene	Oregon	8/14/2019	9,029
Willamette University	Salem	Oregon	7/21/2015	2,363
Alvernia University	Reading	Pennsylvania	7/8/1998	2,792
Arcadia University	Glenside	Pennsylvania	7/6/2015	3,662
Bucks County Community College	Newtown	Pennsylvania	6/26/2014	7,761
Cabrini College	Radnor	Pennsylvania	4/6/1992	2,285
California University of Pennsylvania	California	Pennsylvania	4/15/1994	7,310
Chatham University	Pittsburgh	Pennsylvania	1/1/1985	2,336
Community College of Allegheny County	Pittsburgh	Pennsylvania	11/15/2012	16,737
Community College of Philadelphia	Philadelphia	Pennsylvania	11/27/2019	16,672
Delaware County Community College	Media	Pennsylvania	4/30/2010	11,314
Delaware Valley University	Doylestown	Pennsylvania	7/17/2020	2,266
Desales University	Center Valley	Pennsylvania	7/14/2011	3,438
Eastern University	Saint Davids	Pennsylvania	7/15/1987	3,256
Gannon University	Erie	Pennsylvania	4/10/2012	4,291
Geneva College	Beaver Falls	Pennsylvania	8/1/2001	1,543
Gwynedd Mercy University	Gwynedd Valley	Pennsylvania	10/7/1987	3,056
Harcum College	Bryn Mawr	Pennsylvania	7/1/2013	1,636
Immaculata University	Immaculata	Pennsylvania	2/15/2018	2,448
La Roche College	Pittsburgh	Pennsylvania	3/19/1997	1,443
La Salle University	Philadelphia	Pennsylvania	7/20/2017	5,683
Lehigh Carbon Community College	Schnecksville	Pennsylvania	4/27/2001	7,109
Luzerne County Community College	Nanticoke	Pennsylvania	2/28/2019	4,984
Misericordia University	Dallas	Pennsylvania	2/9/2016	2,566
Northampton Community College	Bethlehem	Pennsylvania	6/7/2013	9,769
Pennsylvania Highlands Community College	Johnstown	Pennsylvania	7/17/2007	2,658
Shippensburg University of Pennsylvania	Shippensburg	Pennsylvania	6/30/2011	6,381
Susquehanna University	Selinsgrove	Pennsylvania	11/23/1987	2,396
University of Pittsburgh at Bradford	Bradford	Pennsylvania	7/24/2019	1,450
University of Pittsburgh at Johnstown	Johnstown	Pennsylvania	7/27/2015	2,600
University of Scranton	Scranton	Pennsylvania	1/10/1969	5,286
Villanova University	Villanova	Pennsylvania	7/9/2013	11,030
Waynesburg University	Waynesburg	Pennsylvania	5/19/1989	1,869
Widener University	Chester	Pennsylvania	7/8/2015	6,621
Champlain Regional College	St. Lambert	Quebec	7/1/1996	2,700
Concordia University-Montreal	Montreal	Quebec	6/2/2020	38,820
Heritage College	Gatineau	Quebec	8/13/2007	900
Bryant University	Smithfield	Rhode Island	4/1/1986	3,788
Johnson & Wales University	Providence	Rhode Island	6/15/2011	7,360
Salve Regina University	Newport	Rhode Island	4/1/1978	2,647
University of Regina	Regina	Saskatchewan	3/1/2021	15,270
Columbia College	Columbia	South Carolina	6/17/2003	1,484
Converse University	Spartanburg	South Carolina	7/1/2015	1,380
Francis Marion University	Florence	South Carolina	6/29/2001	3,940
Newberry College	Newberry	South Carolina	7/14/2010	1,208
Northeastern Technical College	Cheraw	South Carolina	11/7/2018	1,275
South Carolina State University	Orangeburg	South Carolina	7/14/2005	3,022

Institutions Currently Served



School	City	State	Award	Enrollment
Spartanburg Day School (secondary)		South Carolina	8/1/1996	4,928
The Citadel, The Military College of South Carolina	Charleston	South Carolina	11/4/2020	3,506
University of South Carolina Aiken	Aiken	South Carolina	10/17/2016	3,448
University of South Carolina Lancaster	Lancaster	South Carolina	7/9/2015	1,523
Wofford College	Spartanburg	South Carolina	8/10/1989	1,666
Baptist Health Sciences University	Memphis	Tennessee	10/13/2010	1,079
Carson-Newman University	Jefferson City	Tennessee	5/18/2011	2,560
Chattanooga State Community College	Chattanooga	Tennessee	6/29/2015	8,241
Christian Brothers University	Memphis	Tennessee	4/18/1983	2,034
Cleveland State Community College	Cleveland	Tennessee	7/2/2015	3,264
Columbia State Community College	Columbia	Tennessee	5/10/2018	6,221
Dyersburg State Community College	Dyersburg	Tennessee	7/6/2015	2,977
East Tennessee State University	Johnson City	Tennessee	6/24/2015	14,317
Follett Virtual Center in Memphis	Memphis	Tennessee	11/1/2018	
Jackson State Community College	Jackson	Tennessee	7/14/2015	4,746
Lee University	Cleveland	Tennessee	3/24/1999	5,386
Maryville College	Maryville	Tennessee	5/27/2015	1,146
Motlow State Community College	Lynchburg	Tennessee	7/20/1988	6,886
Nashville State Community College	Nashville	Tennessee	6/29/2015	8,284
Northeast State Community College	Blountville	Tennessee	6/25/2015	6,139
Pellissippi State Community College	Knoxville	Tennessee	6/30/2015	10,894
Rhodes College	Memphis	Tennessee	5/19/1994	2,036
Roane State Community College	Harriman	Tennessee	5/17/2018	5,688
Southwest Tennessee Community College	Memphis	Tennessee	4/1/1989	9,347
Tennessee College of Applied Technology	Nasheville	Tennessee	11/1/2019	
Tennessee State University	Nashville	Tennessee	7/1/1991	7,774
Tennessee Wesleyan University	Athens	Tennessee	4/9/2007	1,008
University of Memphis	Memphis	Tennessee	3/8/2011	21,458
Vanderbilt University	Nashville	Tennessee	5/26/2021	12,567
Volunteer State Community College	Gallatin	Tennessee	6/14/2002	9,154
Walters State Community College	Morristown	Tennessee	5/24/2018	5,947
Angelo State University	San Angelo	Texas	4/9/2008	10,387
Austin College	Sherman	Texas	6/7/1991	1,299
Baylor University	Waco	Texas	12/20/1985	16,787
Brookhaven Campus- Dallas College	Dallas	Texas	4/16/2001	13,726
Cedar Valley Campus - Dallas College	Lancaster	Texas	4/16/2001	8,030
East Texas Baptist University	Marshall	Texas	5/30/2002	1,613
Eastfield Campus - Dallas College	Mesquite	Texas	4/16/2001	16,769
El Centro Campus - Dallas College	Dallas	Texas	4/16/2001	11,726
Grayson College	Denison	Texas	10/1/2014	4,372
Hardin-Simmons University	Abilene	Texas	6/1/1986	2,344
Laredo Community College	Laredo	Texas	7/20/2015	10,181
Lee College	Baytown	Texas	12/3/2015	7,773
McLennan Community College	Waco	Texas	7/17/1998	8,955
Midwestern State University	Wichita Falls	Texas	5/29/2013	6,102
Mountain View Campus - Dallas College	Dallas	Texas	4/16/2001	11,619
North Central Texas College	Gainesville	Texas	7/20/2011	10,525
North Lake Campus - Dallas College	Irving	Texas	4/16/2001	11,512
Our Lady of the Lake University	San Antonio	Texas	7/14/2015	3,149
Paris Junior College	Paris	Texas	7/28/2015	4,999
Prairie View A & M University	Prairie View	Texas	6/27/1990	9,516
Ranger College	Ranger	Texas	1/5/2011	2,063

Institutions Currently Served



School	City	State	Award	Enrollment
Rice University	Houston	Texas	7/7/2016	7,124
Richland Campus - Dallas College	Dallas	Texas	4/16/2001	20,032
Southwestern University	Georgetown	Texas	6/8/2011	1,434
Texas A & M International University	Laredo	Texas	6/26/2019	7,192
Texas A & M University - Corpus Christi	Corpus Christi	Texas	6/26/2019	11,661
Texas A & M University - Kingsville	Kingsville	Texas	6/26/2019	9,207
Texas A & M University - Texarkana	Texarkana	Texas	7/21/2010	2,097
Texas A & M University-San Antonio	San Antonio	Texas	6/26/2019	4,564
Texas Christian University	Fort Worth	Texas	6/29/2016	10,918
Texas State University	San Marcos	Texas	11/1/2018	38,644
Texas Tech University	Lubbock	Texas	6/17/2021	35,859
Texas Wesleyan University	Fort Worth	Texas	8/11/1997	2,236
Texas Woman's University	Denton	Texas	10/1/2008	15,518
Tyler Junior College	Tyler	Texas	7/18/1991	10,106
University of Dallas	Irving	Texas	2/7/1997	2,387
University of Houston	Houston	Texas	6/20/2019	46,324
University of North Texas at Dallas	Dallas	Texas	1/8/2007	3,757
University of North Texas Health Science Center at Fort Worth	Fort Worth	Texas	9/16/2013	2,276
University of St. Thomas	Houston	Texas	10/17/1988	3,359
University of Texas at Arlington	Arlington	Texas	8/15/1998	47,899
University of Texas at Dallas	Richardson	Texas	11/3/2009	28,755
University of Texas at El Paso	El Paso	Texas	11/30/2006	25,151
University of Texas at San Antonio	San Antonio	Texas	6/29/2006	32,264
University of Texas at San Antonio Athletics		Texas	7/1/2011	28,787
University of Texas Health Science Center at Houston (UTHealth)	Houston	Texas	7/22/2014	5,335
University of Texas of the Permian Basin	Odessa	Texas	3/9/2001	5,834
University of Texas Rio Grande Valley	Edinburg	Texas	7/22/2015	28,644
University of the Incarnate Word	San Antonio	Texas	6/1/1991	8,263
Salt Lake Community College	Salt Lake City	Utah	8/1/2018	29,156
Westminster College	Salt Lake City	Utah	9/1/1981	2,477
Castleton University	Castleton	Vermont	10/7/2015	2,196
Champlain College	Burlington	Vermont	7/14/2015	4,531
Northern Vermont University (FKA Johnson State College)	Johnson	Vermont	7/15/1991	2,590
Norwich University	Northfield	Vermont	9/1/1987	3,986
Vermont Technical College	Randolph Center	Vermont	1/1/1987	1,638
Averett University	Danville	Virginia	4/7/2010	961
Blue Ridge Community College	Weyers Cave	Virginia	5/9/2001	4,099
Central Virginia Community College	Lynchburg	Virginia	6/10/2015	4,047
Christopher Newport University	Newport News	Virginia	6/1/2011	4,957
Dabney S. Lancaster Community College	Clifton Forge	Virginia	10/22/2014	981
Eastern Shore Community College	Melfa	Virginia	10/15/2014	654
Germanna Community College	Locust Grove	Virginia	11/1/1999	7,207
Hampton University	Hampton	Virginia	7/6/2017	4,321
J. Sargeant Reynolds Community College	Richmond	Virginia	10/16/2012	8,737
James Madison University	Harrisonburg	Virginia	5/14/1999	21,751
John Tyler Community College	Chester	Virginia	7/31/2014	10,144
Lord Fairfax Community College	Middletown	Virginia	7/14/2015	6,798
Navy Exchange Service Command		Virginia	7/22/2015	
New River Community College	Dublin	Virginia	7/22/2015	4,419
Old Dominion University	Norfolk	Virginia	5/26/2006	24,176
Patrick Henry Community College	Martinsville	Virginia	6/1/1988	2,266

Institutions Currently Served



School	City	State	Award	Enrollment
Paul D. Camp Community College	Franklin	Virginia	7/13/2016	1,288
Piedmont Virginia Community College	Charlottesville	Virginia	6/1/1988	5,445
Rappahannock Community College	Glenns	Virginia	2/14/1996	3,082
Shenandoah University	Winchester	Virginia	8/16/2005	3,817
Southside Virginia Community College	Alberta	Virginia	7/24/2014	3,430
Southwest Virginia Community College	Richlands	Virginia	3/12/2015	2,373
Thomas Nelson Community College	Hampton	Virginia	7/1/1995	7,685
Virginia Highlands Community College	Abingdon	Virginia	3/10/2015	2,387
Virginia Military Institute	Lexington	Virginia	3/16/2015	1,685
Virginia Polytechnic Institute and State University	Blacksburg	Virginia	3/17/2019	34,683
Virginia State University	Petersburg	Virginia	7/8/2015	4,385
Virginia Union University	Richmond	Virginia	6/1/1988	1,552
Virginia Western Community College	Roanoke	Virginia	7/25/2008	6,827
Wytheville Community College	Wytheville	Virginia	4/16/2009	2,514
Gonzaga University	Spokane	Washington	6/6/2012	7,563
Gonzaga University Athletics		Washington		7,491
Lake Washington Institute of Technology	Kirkland	Washington	9/1/1998	3,670
Renton Technical College	Renton	Washington	11/15/2018	3,546
Seattle University	Seattle	Washington	7/1/2015	7,291
Shoreline Community College	Shoreline	Washington	9/13/2019	5,949
Whitworth University	Spokane	Washington	3/20/2020	2,776
Bethany College	Bethany	West Virginia	10/4/2006	581
Blue Ridge Community and Technical College	Martinsburg	West Virginia	4/25/2018	6,273
Concord University	Athens	West Virginia	7/20/2011	2,040
Davis & Elkins College	Elkins	West Virginia	7/23/2015	793
Fairmont State University	Fairmont	West Virginia	6/2/2011	3,947
Marshall University	Huntington	West Virginia	7/1/1995	13,204
Mountwest Community and Technical College	Huntington	West Virginia	7/7/2015	1,873
Shepherd University	Shepherdstown	West Virginia	3/14/2018	3,648
Wheeling Jesuit University	Wheeling	West Virginia	5/15/2017	1,385
Blackhawk Technical College	Janesville	Wisconsin	8/14/1986	2,222
Chippewa Valley Technical College	Eau Claire	Wisconsin	5/28/2003	7,645
Concordia University Wisconsin	Mequon	Wisconsin	4/20/2011	6,374
Gateway Technical College	Kenosha	Wisconsin	7/1/1997	7,037
Lakeland University	Sheboygan	Wisconsin	6/29/1992	2,497
Lakeshore Technical College	Cleveland	Wisconsin	5/25/2004	2,963
Marian University	Fond Du Lac	Wisconsin	6/25/2015	1,819
Moraine Park Technical College	Fond Du Lac	Wisconsin	7/16/2015	4,470
Saint Norbert College	De Pere	Wisconsin	3/12/1999	2,180
University of Wisconsin Colleges	Madison	Wisconsin		13,454
University of Wisconsin La Crosse	La Crosse	Wisconsin	7/1/2009	10,597
University of Wisconsin Manitowoc	Manitowoc	Wisconsin	7/16/2015	614
University of Wisconsin Marinette	Marinette	Wisconsin	8/1/2015	500
University of Wisconsin Parkside	Kenosha	Wisconsin	7/13/2015	4,295
University of Wisconsin Platteville	Platteville	Wisconsin	1/29/1999	8,955
University of Wisconsin River Falls	River Falls	Wisconsin	7/1/1994	6,135
University of Wisconsin Sheboygan	Sheboygan	Wisconsin	7/16/2015	700
University of Wisconsin Stout	Menomonie	Wisconsin	7/9/2015	8,770
University of Wisconsin Superior	Superior	Wisconsin	6/25/2015	2,603
University of Wisconsin-Colleges Online (Extended Campus)		Wisconsin	7/21/2015	
University of Wisconsin-Eau Claire	Eau Claire	Wisconsin	7/21/2021	10,592

Institutions Currently Served



School	City	State	Award	Enrollment
University of Wisconsin-Green Bay	Green Bay	Wisconsin	6/28/2018	8,566
Viterbo University	La Crosse	Wisconsin	4/1/1989	2,598
Casper College	Casper	Wyoming	8/1/1989	3,650
Eastern Wyoming College	Torrington	Wyoming	7/13/2011	1,462
Gillette College	Gillette	Wyoming	5/15/2012	2,165
Northern Wyoming Community College District	Sheridan	Wyoming	5/15/2012	4,168
Sheridan College	Sheridan	Wyoming	5/15/2012	1,148

**APPENDIX B**

**LIST OF INSTITUTIONS  
NO LONGER SERVED BY  
FOLLETT**

Institutions Previously Served



School Name	Billing State	Store Closed	Reason for Term	Enrollment
Biola University	California	7/23/2021	Contract Not Renewed	6,109
Hastings College	Nebraska	7/20/2021	Contract Not Renewed	1,219
Saint Leo University	Florida	7/14/2021	Contract Not Renewed	11,808
Academy of Notre Dame De Namur	Pennsylvania	7/12/2021	Contract Not Renewed	871
Sierra Canyon Upper School	California	7/12/2021	Contract Not Renewed	1,000
Duchesne Academy of the Sacred Heart (TX)	Texas	7/12/2021	Contract Not Renewed	674
Tulsa Community College	Oklahoma	7/8/2021	Rebid	17160
Brownell Talbot School	Nebraska	7/7/2021	Contract Not Renewed	435
Duchesne Academy of the Sacred Heart (NE)	Nebraska	7/7/2021	Contract Not Renewed	338
Pacifica Christian High School	California	7/5/2021	Contract Not Renewed	250
Adams State University	Colorado	6/30/2021	Rebid	3,110
Western Nevada College	Nevada	6/30/2021	Rebid	3,839
Rockford University	Illinois	6/30/2021	Closed Account	1,203
Johnson University	Tennessee	6/30/2021	Closed Account	1,171
Marywood University	Pennsylvania	6/30/2021	Rebid	2,853
Malden Catholic High School	Massachusetts	6/30/2021	Contract Not Renewed	556
Reinhardt University	Georgia	6/30/2021	Contract Not Renewed	1566
Williams Baptist University	Arkansas	6/30/2021	Contract Not Renewed	541
University of Wisconsin Fond du Lac	Wisconsin	6/30/2021	Closed Account	594
University of Wisconsin Fox Valley	Wisconsin	6/30/2021	Closed Account	1,557
SUNY Polytechnic Institute	New York	6/30/2021	Rebid	3,023
Tarleton State University	Texas	6/30/2021	Contract Not Renewed	13,109
Salesianum School	Delaware	6/28/2021	Contract Not Renewed	1,100
The Academy of the Holy Cross	Maryland	6/28/2021	Contract Not Renewed	475
Woodlands Academy of the Sacred Heart	Illinois	6/28/2021	Contract Not Renewed	145
Friends Seminary	New York	6/28/2021	Contract Not Renewed	779
Germantown Academy	Pennsylvania	6/28/2021	Contract Not Renewed	1,189
Southern Maine Community College	Maine	6/25/2021	Rebid	6,045
Arkansas State University-Jonesboro	Arkansas	6/25/2021	Rebid	13,410
Episcopal Collegiate School		6/24/2021	Contract Not Renewed	780
Durham Academy	North Carolina	6/24/2021	Contract Not Renewed	1,229
Northwest-Shoals Community College	Alabama	6/23/2021	Rebid	3,539
Canterbury School of Florida	Florida	6/22/2021	Contract Not Renewed	490
Ursuline Academy of Dallas	Texas	6/21/2021	Contract Not Renewed	863
Polytechnic School	California	6/21/2021	Contract Not Renewed	861
The Overlake School	Washington	6/21/2021	Contract Not Renewed	531
Central Catholic High School	Massachusetts	6/21/2021	Contract Not Renewed	1,330

Institutions Previously Served



School Name	Billing State	Store Closed	Reason for Term	Enrollment
The Athenian School	California	6/21/2021	Contract Not Renewed	517
Santa Margarita	California	6/21/2021	Contract Not Renewed	1,673
Saint Marys High School	California	6/21/2021	Contract Not Renewed	885
Blair Academy	New Jersey	6/21/2021	Contract Not Renewed	460
Xaverian Brothers High School	Massachusetts	6/21/2021	Contract Not Renewed	1,004
Calvert Hall College High School	Maryland	6/21/2021	Contract Not Renewed	1,200
Ursuline Academy Dedham	Massachusetts	6/21/2021	Contract Not Renewed	400
The Pingry School	New Jersey	6/21/2021	Contract Not Renewed	1,027
Lawrenceville School	New Jersey	6/20/2021	Contract Not Renewed	
Taft School	Connecticut	6/20/2021	Contract Not Renewed	
St Laurence High School Prep	Illinois	6/20/2021	Contract Not Renewed	680
Marlborough School	California	6/20/2021	Rebid	530
Villa Walsh Academy	New Jersey	6/19/2021	Closed Account	238
Winsor School	Massachusetts	6/18/2021	Contract Not Renewed	471
Becker College	Massachusetts	6/18/2021	School/Campus Closed	1,839
Washington County Community College	Maine	6/18/2021	Rebid	482
Northern Maine Community College	Maine	6/18/2021	Rebid	931
Frassati Catholic High School	Texas	6/18/2021	Contract Not Renewed	152
Sanford School	Delaware	6/18/2021	Contract Not Renewed	600
Eastern Maine Community College	Maine	6/18/2021	Rebid	2,396
University of Wisconsin Washington County	Wisconsin	6/18/2021	Closed Account	869
Villa Maria College of Buffalo	New York	6/18/2021	Contract Not Renewed	543
Truckee Meadows Community College	Nevada	6/16/2021	Rebid	11,085
Goshen College	Indiana	6/15/2021	Closed Account	927
Red Bank Catholic High School	New Jersey	6/15/2021	Closed Account	828
Kent Place School	New Jersey	6/15/2021	Contract Not Renewed	602
Ensworth School	Tennessee	6/14/2021	Contract Not Renewed	1,041
Trinity School of Midland	Texas	6/14/2021	Contract Not Renewed	660
Mount St Mary Academy	Arkansas	6/14/2021	Contract Not Renewed	533
Wheeler School	Rhode Island	6/14/2021	Contract Not Renewed	
Pulaski Academy	Arkansas	6/14/2021	Contract Not Renewed	1,400
Kinkaid School	Texas	6/14/2021	Contract Not Renewed	1,466
Bishop O'Dowd High School	California	6/14/2021	Contract Not Renewed	
Avon Old Farms School	Connecticut	6/12/2021	Contract Not Renewed	406
York County Community College	Maine	6/11/2021	Rebid	1,632
Kennebec Valley Community College	Maine	6/11/2021	Rebid	2473
Halifax Community College	North Carolina	6/11/2021	Rebid	996
Central Maine Community College	Maine	6/11/2021	Rebid	2984

Institutions Previously Served



School Name	Billing State	Store Closed	Reason for Term	Enrollment
IMG Academy	Florida	6/10/2021	Contract Not Renewed	1,300
Pinecrest Academy	Georgia	6/10/2021	Contract Not Renewed	704
Saint Edwards School	Florida	6/10/2021	Contract Not Renewed	562
Worcester Academy	Massachusetts	6/7/2021	Contract Not Renewed	
University of Wisconsin Marshfield/Wood County	Wisconsin	6/4/2021	Closed Account	649
University of Wisconsin Marathon County	Wisconsin	6/4/2021	Closed Account	978
Glenville State College	West Virginia	6/2/2021	Rebid	1,802
University of West Florida-Argonaut Village	Florida	5/31/2021	Closed Account	
North Park University	Illinois	5/28/2021	Rebid	2,900
Saint Xavier University	Illinois	5/28/2021	Closed Account	3,667
Buena Vista University	Iowa	5/28/2021	Rebid	1,846
Clarion University of Pennsylvania	Pennsylvania	5/27/2021	Rebid	4,864
Sarah Lawrence College	New York	5/21/2021	Rebid	1,709
Hill College	Texas	5/15/2021	Closed Account	4447
Coe College	Iowa	5/14/2021	Contract Not Renewed	1,422
Brevard College	North Carolina	5/14/2021	Closed Account	702
Eastern Mennonite University	Virginia	5/12/2021	Rebid	1,444
University of Wisconsin Waukesha	Wisconsin	4/30/2021	Closed Account	2,085
Portland State University	Oregon	4/28/2021	Contract Not Renewed	25,711
St Marks School of Texas	Texas	4/15/2021	Contract Not Renewed	877
Malvern Preparatory School	Pennsylvania	4/15/2021	Contract Not Renewed	642
Johnson & Wales University-Denver	Colorado	3/31/2021	School/Campus Closed	1391
Johnson & Wales University	Florida	3/31/2021	School/Campus Closed	1361
Calvary Chapel Christian	California	3/31/2021	Contract Not Renewed	799
Miami Christian School	Florida	3/31/2021	Contract Not Renewed	306
Fontbonne University	Missouri	3/31/2021	Closed Account	1,290
New York Institute of Technology	New York	3/25/2021	Contract Not Renewed	7173
Daemen College	New York	3/24/2021	Rebid	2,574
Messiah University	Pennsylvania	3/12/2021	Contract Not Renewed	3375
National University	California	1/20/2021	Contract Not Renewed	16930
Unity College	Maine	1/3/2021	Contract Not Renewed	665
John T Morgan Academy	Alabama	12/9/2020	Contract Not Renewed	492
Owens Community College	Ohio	Nov-20	Contract Not Renewed	9,460
Morgan Community College	Colorado	Nov-20	Contract Not Renewed	1,647
Simmons College of Kentucky	Kentucky	Nov-20	Contract Not Renewed	221
Savannah Law School	Georgia	Nov-20	Contract Not Renewed	
Manor College	Pennsylvania	Nov-20	Contract Not Renewed	696
Dalton State College	Georgia	Nov-20	Closed Account	5,118
Atlanta Metropolitan State College	Georgia	Nov-20	Closed Account	2,187

Institutions Previously Served



School Name	Billing State	Store Closed	Reason for Term	Enrollment
Lourdes University	Ohio	Oct-20	Contract Not Renewed	1,444
State University of New York Stony Brook University	New York	Oct-20	Closed Account	26,256
Benedict College	South Carolina	Aug-20	Closed Account	2,465
Richard Bland College	Virginia	Jul-20	Rebid	2,475
Corban University	Oregon	Jul-20	Closed Account	1,183
Clinton Community College	New York	Jul-20	Closed Account	1,353
Nebraska Wesleyan University	Nebraska	Jul-20	Contract Not Renewed	2,095
Florida Gulf Coast University	Florida	Jun-20	Rebid	15,031
Cranbrook School	Michigan	Jun-20	Closed Account	150
Columbus State University	Georgia	Jun-20	Rebid	8,076
Plymouth State University	New Hampshire	Jun-20	Rebid	5,059
Mount St. Joseph University	Ohio	Jun-20	Contract Not Renewed	2,162
Mohawk Valley Community College	New York	Jun-20	Rebid	6,675
Idaho State University	Idaho	Jun-20	Rebid	12,363
Clarkson University	New York	Jun-20	Rebid	4,274
Oklahoma State University - Oklahoma City	Oklahoma	Jun-20	Rebid	5,701
College of Coastal Georgia	Georgia	Jun-20	Rebid	3,546
Saint Mark's High School (secondary)	Delaware	Jun-20	Closed Account	851
MacMurray College	Illinois	May-20	School/Campus Closed	570
John Brown University	Arkansas	May-20	Rebid	2,781
Redlands Community College	Oklahoma	May-20	Rebid	2,690
Southwestern Oklahoma State University	Oklahoma	May-20	Rebid	5,113
Woodbury University	California	May-20	Closed Account	1,457
Berry College	Georgia	May-20	Closed Account	2,245
Georgia Southern University - Armstrong Campus	Georgia	May-20	Contract Not Renewed	20,459
Judson University	Illinois	May-20	Rebid	1,274
Middle Tennessee State University	Tennessee	Mar-20	Rebid	22,511
Cal State Fresno Athletics	California	Mar-20	Rebid	24,136
University of Mobile	Alabama	Mar-20	Contract Not Renewed	1,566
Robert Morris University - Illinois	Illinois	Mar-20	Contract Not Renewed	3,056
Clarkson College	Nebraska	Mar-20	Contract Not Renewed	1,254
Macalester College	Minnesota	Mar-20	Contract Not Renewed	2,172
Spalding University	Kentucky	Mar-20	Closed Account	2,202
Clinton College	South Carolina	Jan-20	Closed Account	191
College of the Redwoods Community College District	California	Dec-19	Rebid	5,350
Albertus Magnus College	Connecticut	Dec-19	Closed Account	1,515
New England College	New Hampshire	Dec-19	Contract Not Renewed	2,517
Abilene Christian University-Dallas Campus	Texas	Dec-19	Contract Not Renewed	4,544
Holyoke Community College	Massachusetts	Nov-19	Rebid	6,604
Warren County Community College	New Jersey	Oct-19	Contract Not Renewed	2,822
Oregon Institute of Technology	Oregon	Jul-19	Rebid	4,777
Marquette University	Wisconsin	Jul-19	Rebid	11,491
Jacksonville University	Florida	Jul-19	Contract Not Renewed	4,048
Central Alabama Community College	Alabama	Jul-19	Rebid	1,787

Institutions Previously Served



School Name	Billing State	Store Closed	Reason for Term	Enrollment
Columbia College Chicago	Illinois	Jul-19	Contract Not Renewed	8,961
Ivy Tech Community College of Indiana	Indiana	Jun-19	Rebid	81,668
Olivet Nazarene University	Illinois	Jun-19	Contract Not Renewed	4,892
Bishop's University	Quebec	Jun-19	Rebid	2,400
St. Paul's School (secondary) (School Closed)	New Hampshire	Jun-19	Rebid	
Fort Hays State University	Kansas	Jun-19	Rebid	14,210
Creighton University	Nebraska	Jun-19	Rebid	8,435
Cameron University	Oklahoma	Jun-19	Rebid	5,177
Fort Lewis College	Colorado	Jun-19	Rebid	3,707
Loyola Marymount University	California	Jun-19	Rebid	9,392
College of New Rochelle ( School Closed)	New York	May-19	School/Campus Closed	3,593
University of the Ozarks	Arkansas	May-19	Contract Not Renewed	651
University of Saint Joseph	Connecticut	May-19	Contract Not Renewed	2,553
Georgia Northwestern Technical College	Georgia	Mar-19	Rebid	5,874
Lone Star College System	Texas	Mar-19	Rebid	70,724
Texas A & M University - Central Texas	Texas	Oct-18	Rebid	2,466
Thomas Jefferson University	Pennsylvania	Oct-18	Contract Not Renewed	3,717
Mott Community College	Michigan	Oct-18	Rebid	8,617
Carroll University	Wisconsin	Oct-18	Rebid	3,508
New York Medical College	New York	Jul-18	Rebid	1,426
Lackawanna College	Pennsylvania	Jun-18	Rebid	1,629
North Central College	Illinois	Jun-18	Rebid	3,043
Rosemont College	Pennsylvania	Jun-18	Rebid	887
Louisiana Delta Community College	Louisiana	Jun-18	Rebid	2,080
Loyola University New Orleans	Louisiana	Jun-18	Rebid	4,396
Bishop State Community College	Alabama	Jun-18	Rebid	3,111
Snow College	Utah	Jun-18	Rebid	4,800
Ferrum College	Virginia	Jun-18	Contract Not Renewed	1,334
Southern Virginia University	Virginia	May-18	Contract Not Renewed	732
Roberts Wesleyan College	New York	May-18	Rebid	1,712
Keystone College	Pennsylvania	May-18	Contract Not Renewed	1,459
Mount Ida College	Massachusetts	May-18	Closed Account	1,320
Anderson University	South Carolina	May-18	Contract Not Renewed	3,212
California State University Maritime Academy	California	Apr-18	Contract Not Renewed	1,048
Southern Arkansas University	Arkansas	Apr-18	Rebid	3,545
Oklahoma State University - Tulsa	Oklahoma	Mar-18	Contract Not Renewed	3,118
New Mexico Highlands University	New Mexico	Dec-17	Contract Not Renewed	3,499
University of Maryland Eastern Shore	Maryland	Nov-17	Closed Account	4,281
Reading Area Community College	Pennsylvania	Oct-17	Rebid	4,090
Meredith College	North Carolina	Oct-17	Contract Not Renewed	1,885
Ohio Wesleyan University	Ohio	Sep-17	Contract Not Renewed	1,671
Eastern Gateway Community College	Ohio	Jul-17	Contract Not Renewed	3,182
Tarrant County College District	Texas	Jul-17	Rebid	51,688

Institutions Previously Served



School Name	Billing State	Store Closed	Reason for Term	Enrollment
Hampshire College	Massachusetts	Jul-17	Closed Account	1,410
Saint Joseph's University	Pennsylvania	Jul-17	Rebid	8,625
Upper Iowa University	Iowa	Jul-17	Rebid	5,859
City University of New York Hunter College	New York	Jun-17	Rebid	22,918
Austin Peay State University	Tennessee	Jun-17	Rebid	10,099
City University of New York The City College	New York	Jun-17	Rebid	15,778
Dallas Baptist University	Texas	Jun-17	Rebid	5,319
Wesleyan University	Connecticut	Jun-17	Contract Not Renewed	3,224
Winston-Salem State University	North Carolina	Jun-17	Rebid	5,107
Mount Holyoke College	Massachusetts	Jun-17	Contract Not Renewed	2,255
Brooklyn Law School	New York	May-17	Closed Account	1,175
Daniel Webster College	New Hampshire	May-17	School/Campus Closed	757
Cheyney University of Pennsylvania	Pennsylvania	May-17	Closed Account	1,022
Juniata College	Pennsylvania	May-17	Contract Not Renewed	1,583
Defiance College	Ohio	May-17	Contract Not Renewed	937
Ripon College	Wisconsin	Feb-17	Contract Not Renewed	794
Robeson Community College	North Carolina	Jul-16	Rebid	1,936
Coastal Carolina University	South Carolina	Jul-16	Rebid	10,263

# APPENDIX C

# PCI COMPLIANCE

**Redacted:  
Appendix C –  
PCI  
Compliance  
Pages 215-  
229**

APPENDIX D  
E VERIFY FORM

**Redacted:  
Appendix D –  
E Verify Form  
Pages 231-  
246**

APPENDIX E  
CERTIFICATE  
OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Follett Corporation 3 Westbrook Corporate Center Suite 200 Westchester IL 60154 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Hartford Accident & Indemnity Company		22357
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: ACE Property & Casualty Insurance Co.		20699
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570086648399      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Gen Agg Cap Limit \$25M <input checked="" type="checkbox"/> Ded. \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			83CSES26402	04/01/2021	04/01/2022	EACH OCCURRENCE	\$2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000		
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			83 CSE S26403	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
							BODILY INJURY ( Per person)		
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			XEUG2796736A006	04/01/2021	04/01/2022	EACH OCCURRENCE	\$1,000,000	
							AGGREGATE	\$1,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WNS26400	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH		
				AOS	04/01/2021	04/01/2022	E.L. EACH ACCIDENT	\$1,000,000	
C				83WBRS26401			E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Follett Corporation 3 Westbrook Corporate Center Suite 200 Westchester IL 60154 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

Holder Identifier :

570086648399

Certificate No :



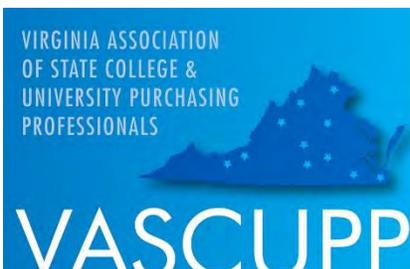


# Request for Proposal

## RFP# LBS-1125

**Bookstore Management and Operation Services**

**July 19, 2021**



**REQUEST FOR PROPOSAL**  
**RFP# LBS-1125**

**Issue Date:** July 19, 2021  
**Title:** Bookstore Management and Operation Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract:** Option A: Five (5) Year Initial Contract Term with the Option of Three (3) Additional Five (5) Year Terms or Option B: Ten (10) Year Initial Contract Term with the Option of Two (2) Additional Five (5) Year Terms.

**Sealed Proposals Will Be Received Until 2:00 PM on August 18, 2021 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, [smith2LB@jmu.edu](mailto:smith2LB@jmu.edu); 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in Ink)  
Name: \_\_\_\_\_  
(Please Print)  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Web Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:  
 YES;  NO; *IF YES* ⇒ ⇒  SMALL;  WOMAN;  MINORITY **IF MINORITY:**  AA;  HA;  AsA;  NW;  Micro

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

# ***REQUEST FOR PROPOSAL***

*RFP # LBS-1125*

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Bookstore Management for James Madison University (JMU), an agency of the Commonwealth of Virginia. Period of Contract shall be either Option A: Five (5) Year initial contract term with the option of three (3) additional five (5) year terms or Option B: Ten (10) Year initial contract term with the option of two (2) additional five (5) year terms.

## II. BACKGROUND

- A. James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 21,590 students (*19,550 undergraduate, 1,710 graduate and 330 special non-degree students*) and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.
- B. The University is a tax exempt, non-stock public corporation, which is an instrumentality of the Commonwealth of Virginia. The University generates funds from tuition and fees, auxiliary enterprises (*i.e., food services, book store, housing, athletics and telecommunications*), gifts, grants, sponsored research, state appropriations and other sources.
- C. The University currently operates one bookstore facility, which is located at 211 Bluestone Drive, Harrisonburg, VA. The facility is two floors with approximately 28,100 square feet. A map indicating the location of the bookstore is shown here: <https://www.jmu.edu/map/regions/lake.shtml>.
- D. For the fiscal year ending June 30, 2019, the University's bookstore operation generated sales of \$9,625,692 (*not including computer hardware*).
- E. The University's student system is Oracle/PeopleSoft Campus Solutions and our student self-service portal is iHub version 9.2 tool 8.58.09 for both. Our Learning Management system is Instructure Canvas.

## III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

## IV. STATEMENT OF NEEDS

**Offeror shall provide a written response to the information requested at the end of items C - R in this section. In addition, Offeror shall provide a written response to items identified in Section V. B. of the RFP; Section X; and completion of attachments as requested.**

**A. University Overall Objectives and Goals:**

The University's overall objective in soliciting proposals is to have an attractive and functional campus bookstore that draws the campus community, visitors, and others to the bookstore and to maximize sales and customer service through the provision of reasonably priced goods and services that meet the needs of the campus community. The University Bookstore shall be the official seller of JMU merchandise.

The goals of the University with respect to the University Bookstore are as follows:

1. to continue to enhance the quality of the retail program and strengthen operations to maximize efficiency and productivity.
2. to have a highly effective customer service orientation.
3. to enhance customer service by strengthening the price/value relationships of the University Bookstore products and services.
4. to support the academic mission of JMU by providing efficient and effective textbook/course materials service to student and faculty.
5. to provide easy access and multiple distribution channels for textbooks and course materials.
6. to develop a proactive textbook/course materials strategy, including communicating and coordinating with faculty regarding the use of all types of course materials.
7. to increase and implement effective strategies to reduce the cost of textbooks/course materials to JMU students through the use of emerging technologies and creative solutions.
8. to provide the campus community with a full-range of a variety of quality products, delivery, and customer service consistent with a first-class University bookstore.
9. to provide employment opportunities for undergraduate and graduate students.
10. to enhance the revenue for the University.
11. to develop a working relationship with appropriate University academic and athletic programs.
12. to enhance the University's reputation and exposure with increased marketing of licensed marks.
13. to increase the use of technology in customer service delivery systems and management techniques.
14. to provide a state-of-the-art web presence, focused on the JMU community, alumni and athletics.
15. to provide state-of-the-art physical facilities for the University Bookstore operations.

16. to develop a positive working relationship with the surrounding business communities and the general public.
17. to contract with the best possible bookstore service provider for the purpose of successfully managing and operating the University Bookstore.
18. to develop a comprehensive marketing and promotional strategy.
19. to work cooperatively with existing exclusive University contracts. These contracts include Pepsi-Cola Bottling Company of Central Virginia (*beverages*), Aramark (*food services*), Balfour (*class rings*) and the University Copy Center (*course packs*).

**B. University Bookstore – Current Operation**

1. The University Bookstore is located at 211 Bluestone Drive, Harrisonburg, VA.
2. The University’s current contract with its bookstore contract management company expires on March 28, 2022.
3. In addition to the students, faculty and staff, the University Bookstore serves in excess of 146,000 transactions annually, and also serves approximately 21,590 students that attend the University.
4. The current location of the University Bookstore opened for business in December 2002. 28,100 sq. ft. -- Two Floors. The Bookstore includes expanded clothing & gift department, expanded text department, expanded general book department (*2,100 – 2,300 titles per semester*), expanded computer department, and a reading room with wireless access.
5. The fiscal ’19 sales figure at the University Bookstore was \$12,315,695. The Bookstore sales figures for the major department/categories for the 2017, 2018, and 2019 fiscal years are as follows:

<b>Department/Category</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
Used Textbooks	\$487,544	\$394,333	\$393,400
New Textbooks	\$3,621,217	\$3,260,911	\$2,924,087
Rental	\$1,433,779	\$1,413,858	\$1,429,876
Digital	\$27,659	\$44,421	\$202,456
Trade Books	\$142,450	\$151,632	\$144,091
Course Packs	Included in new text	Included in new text	Included in new text
Supplies	\$206,503	\$206,241	\$212,293
Clothing	\$3,362,178	\$3,668,983	\$3,237,022
Gifts	\$744,712	\$717,499	\$676,552
Sundries ( <i>candy/snacks/regalia</i> )	\$309,405	\$326,349	\$302,345
Computer Supplies	\$133,383	\$104,643	\$95,529
Computer Peripherals	\$16,772	\$15,242	\$7,741
Computer Software	\$2,608	\$400	\$300
Computer Hardware	\$2,324,659	\$2,538,171	\$2,690,003

POSA (Discontinued 2018) <i>(Adobe Point of Sale Activation Program)</i>	\$2,475	\$1,079	\$0
TOTAL	\$12,815,344	\$12,843,762	\$12,315,695

6. Recognizing the need to remain competitive in the book selling industry and keep up-to-date with technology driven changes, the University is soliciting proposals for full service management and operation of the University Bookstore, to include all financial resources, personnel and labor, equipment, goods and supplies necessary to manage and operate the University Bookstore. Given the large student, faculty and staff, and visitor population, the sales potential is high.
7. The following operational practices are currently being used by the University Bookstore:

a. Operating Schedule:

The University Bookstore's hours are from 8:00 a.m. to 6:00 p.m. Monday through Thursday; 8:00 a.m. to 5:00 p.m. on Friday; 11:00 a.m. to 5:00 p.m. on Saturday and 12:00 p.m. to 5:00 p.m. on Sunday. The University Bookstore also has special hours for home games - The top floor (*Textbooks, Computers, and Supplies*) will close at 5:00 p.m. The main floor will remain open for half-an hour after the end of the game. Other operating hours are required by the University Bookstore to accommodate special events and, under such circumstances, makes every effort to operate during such hours.

Academic Calendar can be found at:

<https://www.jmu.edu/registrar/students/academiccalendar.shtml>

b. Specific Services:

The University Bookstore stocks in sufficient quantities and provides/displays and offers for sale:

- i. All required, recommended, and suggested course packets (*in coordination with the University's Copy Center*), text and course books, whether new or used, and other course materials, in the editions specified by faculty or other designated University representatives, and any other merchandise designated for classroom use by faculty;
- ii. Other educational materials and supplies used by James Madison University;
- iii. Speculative merchandise such as books, magazines, soft goods, stationery, desk and room accessories, and other items normally sold in a university bookstore, to the extent that the sale of such items is compatible with the educational mission on the University;
- iv. General-technical books;
- v. In its provision of books, supplies, and materials, the University Bookstore prepares and distributes to faculty member's requisitions

*(adoptions)* for each semester requirements. The approved academic unit representatives will forward approved textbook adoption orders of the faculty in their academic units to the Bookstore by the second week in October for the spring semester, by the second week in March for the May and summer sessions, and by the first week in April for the fall semester.

- vi. The University Bookstore provides timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items not available, delays, and new editions.
- vii. The University Bookstore makes every possible effort to increase used book sales by retaining used books purchased at the University, if required for the following semester, and by purchasing or acquiring used books from wholesale companies in order to maximize the availability of used textbooks.

**C. Operations:**

1. The University 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 the University considers offensive or inappropriate.
2. The contractor shall have exclusive rights to operate the full-service bookstore located at the University, offering all goods and services normally found in University bookstores, and any such additional services as may be required by the University during the term of the contract. The University shall grant the contractor the right to sell University licensed products; however, the right is not exclusive. The License Fee to be paid by the contractor shall be 12% with an increase to 15% on July 1, 2022. The contractor's exclusive rights do not include merchandise and services currently sold elsewhere within the University by departments, students, organizations or through other existing contract arrangements.
3. The University, subject to its own discretion, shall retain the right to provide other retail sales operations on campus, operated directly or through other contract arrangements. However, such other retail sales operations will not unreasonably compete with the primary bookstore merchandise categories (*i.e., textbooks, trade and reference books, supplies and emblematic items*).
4. The contractor shall provide a full-service operation utilizing and embracing technology, to include all financial resources, personnel and labor, equipment, goods, services and supplies necessary to manage and operate a professional bookstore that will provide the highest caliber of services to the campus community.
5. The contractor shall provide the JMU community with a full range of course materials, new textbooks, used textbooks, digital textbooks, customer published materials, rental textbooks, general books, reference books, supplies, dorm supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings (*through a JMU*

*contract with Balfour*), and other services expected from a flagship university bookstore.

6. The contractor shall serve as the campus re-seller of computer hardware and related software, accessories and supplies.
7. The contractor shall manage and operate the University Bookstore, as well as a full-service website and mail order program.
8. The contractor shall cover the cost for all vehicles and vehicle operating expenses necessary to provide the required services.
9. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment (*other than existing equipment owned by JMU*), labor, supplies, and services required to perform its duties and responsibilities as required by the University.
10. The contractor shall withdraw from display or sale, any item or items which the University requests not be displayed or sold. The merchandise sold at the University Bookstore is subject to University policies regarding appropriateness. The sale of cigarettes or other tobacco products is not allowed.
11. Trash Removal/Recycling. The contractor shall be required to participate in JMU's recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper JMU containers. **The contractor shall also support the requirements of Executive Orders or Legislation imposed on the University, related to the reduction of waste and specifically [single use plastics](#), as they apply.**
12. The contractor shall provide a written Business Plan for the University Bookstore, which will be reviewed and updated with the JMU Administration annually. The Business Plan will include clearly defined metrics including, but not limited to, the following:
  - a. Sales per FTE student
  - b. Textbook sales per FTE student
  - c. Used textbook ratio
  - d. Online sales – textbooks/course materials and general merchandise
  - e. Length of checkout lines during the beginning of each semester and other peak sales periods
  - f. Sales per square foot
  - g. Customer satisfaction

Metrics will be identified and goals will be established on an annual basis, and progress will be measured on a monthly basis.

13. Reporting Requirement. The contractor will report to AVP Business Services. The contractor's Bookstore Manager will meet with the AVP Business Services on a bi-weekly basis to review the Bookstore's performance and to review progress on the Business Plan.
14. Bookstore Advisory Committee. The role of the Bookstore Advisory Committee will be to provide input and feedback to the contractor regarding products, services,

policies, marketing, etc. The Bookstore Advisory Committee will be facilitated by the AVP Business Services. The Bookstore Manager will be required to attend all Committee meetings. There is no set meeting schedule at this time.

15. The Bookstore will support special events (*lectures, readings, speakers, visiting writer's series, etc.*) on campus by selling books at events.
16. Bookstore Name. The name of the Bookstore will be the "University Bookstore".
17. The contractor will utilize environmentally friendly practices when it is deemed efficient and effective. Further information the Universities environmental stewardship can be found at <http://www.jmu.edu/stewardship/>.
18. The contractor shall provide for the disposal of any and all damaged or surplus books, supplies, tools, materials and other damaged or surplus merchandise regardless of the cause.
19. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Describe your company's management/operations plan for operation of the University Bookstore.
  - b. Describe your company's management/operations plan for operation of the full-service website/mail order program.

**D. Customer Service**

1. The contractor shall provide excellent customer service at the University Bookstore.
2. The contractor will ensure that all University Bookstore employees wear name tags/identification tags.
3. The contractor shall operate the Bookstore in a manner that reflects the image and reputation of the University and supports the mission and vision of the University. The contractor shall become involved in the academic, cultural and social environment of JMU, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of JMU.
4. The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of the University with respect to Bookstore services and merchandise.
5. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results will be shared with JMU.
6. Bookstore business hours will include Monday through Sunday during the academic year and will be defined by the University in conjunction with the contractor. Business hours will be extended during the beginning of each semester,

and to support special programs and events as necessary. Changes to the defined hours of operation must be approved by JMU. During all business hours, including peak business hours and extended hours of operation, the contractor will staff the University Bookstore adequately to provide the level of service required by JMU.

**7. OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

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

**E. Staffing/Personnel**

1. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the University Bookstore in accordance with the requirements established by JMU.
2. Current University Bookstore Employees. The University requests that all current University Bookstore employees be afforded the opportunity to interview for positions with the contractor at the JMU University Bookstore.
3. Bookstore Manager. The Bookstore Manager assigned to the University Bookstore by the contractor must be approved in advance by JMU. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, JMU. JMU expects management continuity (i.e., limited turnover for the Manager) in order for the contractor to meet the expectations and requirements of JMU.
4. Student Employees. The contractor shall provide employment opportunities for JMU students. The contractor shall utilize the University's work-study programs for employment opportunities in the University Bookstore while recognizing that the primary focus of students is their educational responsibility.
5. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on JMU's premises, all employees, agents, and independent contractors of the contractor shall comply with all applicable University policies and procedures. The contractor will be required to remove any such employee, agent, or independent contractor for JMU at JMU's request.

6. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Provide your company organization charge.
- b. Provide your proposed organization chart, staffing plan, and reporting structure for the University Bookstore.
- c. State your company's commitment to provide an opportunity for existing employees of the current University Bookstore. Describe the proposed transition plan for these employees.
- d. Describe your company's:
  - i. Personnel policies
  - ii. Hiring policies. Include your company's required qualifications for the Manager at the University Bookstore.
  - iii. Compensation program, including incentive programs, etc.
  - iv. Benefit programs (*health insurance, disability insurance, vacation plan, holidays, retirement, etc.*)
  - v. Commitment to hire student employees
- e. Describe your company's educational and training programs.
- f. Describe your company's corporate support services and regional management support.

**F. Textbooks/Course Materials**

1. The contractor shall be JMU's exclusive agent for the collection and compilation of the textbook/course materials list and shall be the exclusive provider of textbooks and course materials at the University campus and throughout the University's website. The contractor shall provide course materials, including all required, recommended or suggested course materials and supplies, including textbooks, course packs, software and materials published or distributed. Course packs will be supplied by the University's Copy Center; however, the University Bookstore will work with the Copy Center to provide course packs through the University Bookstore as well.
2. The contractor, working with the faculty, shall make every effort to obtain early textbook adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the University Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
3. The contractor shall provide sufficient quantities of course materials, textbooks, customer-published materials, software, and related academic supplies and

materials as required by the faculty for course work, available for purchase by students according to the schedule established by the University.

4. The contractor shall provide custom-published materials (*i.e., course packs*) in coordination with the University Copy Center.
5. The contractor shall provide a textbook rental program, allowing JMU students to rent textbooks from the Bookstore and online. The contractor shall coordinate with the faculty and Administration to determine the textbook titles that will be offered as rental titles. The contractor shall assume responsibility for all expenses associated with the textbook rental program, including bad debt.
6. Textbook adoption data, whether received in paper form, electronically or otherwise, provided to the contractor by JMU faculty or staff are the property of JMU. The contractor will provide textbook adoption data to JMU within twenty-four (24) hours of JMU's request for copies of such adoption data.
7. The contractor shall adopt guidelines and policies in consultation with the University's Athletic Department Administrators that will incorporate the established Athletic Department procedures related specifically to the scholarship student-athlete textbook purchase and distribution process that ensures conformance with all University, Department, and NCAA regulations related to this process.
8. The contractor shall comply with the Higher Education Opportunity Act (HEOA).
9. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market/promote textbooks to students.
  - b. Describe in detail the textbook/course materials services and programs that your company will provide to JMU faculty and students (*e.g., textbook reservation program, online adoption program, registration integration program, etc.*).
  - c. Describe your company's plans to deal effectively with the changing types of course materials and changes to the delivery of course materials, including digital course materials, digital textbooks, textbook programs, etc.
  - d. Describe the textbook rental program that your company will implement at JMU, including any requirements of the University and/or its faculty. The textbook rental program shall be automated into the Bookstore's point of sale system and not a manual process.
  - e. Describe your company's plans to comply with the Higher Education Opportunity Act (HEOA).

#### **G. Pricing Policies**

1. The University is extremely committed to making textbooks and course materials affordable to JMU students.

2. The contractor shall adhere to the following textbook/course materials pricing policy:
  - a. “List-Priced” new textbooks will be sold at no higher than list price. *(e.g., If the list-price on the publisher’s invoice is \$19.95, then the retail price at the University Bookstore will be no higher than \$19.95.)*
  - b. “Net-Priced” new textbooks will be sold at no higher than twenty-five percent (25%) gross profit margin. *(e.g., If the net-price on the publisher’s invoice is \$75, then the retail price at the University Bookstore will be no higher than \$100. \$75 divided by .75.)*
  - c. “Net-Priced” bundled packages of course materials *(e.g., textbook, workbook, CD, passcode, etc., bundled together)* will be sold at no higher than twenty-five percent (25%) gross profit margin. *(e.g., If the net-price on the publisher’s invoice is \$75, then the retail price at the University Bookstore will be no higher than \$100. (\$75 divided by .75.)*
  - d. Digital course materials will be sold at no higher than a twenty-five percent (25%) gross profit margin. *(e.g., If the net-price on the publisher’s invoice is \$75, then the retail price at the University Bookstore will be no higher than \$100. (\$75 divided by .75.)*
  - e. “Pre-Priced” new textbooks will be sold at no higher than the pre-price. *(e.g., If the pre-price on the cover/jacket of the book is \$9.95, then the retail price at the University Bookstore will be no higher than \$9.95.)*
  - f. Used textbooks will be sold at no higher than seventy-five percent (75%) of the current new textbook price. *(e.g., If the new textbook price is \$100, then the used textbook will be sold at no higher than \$75.)*
  - g. Course packs and custom published materials *(i.e., materials requiring copyright permissions)* will be sold at no higher than a twenty-five percent (25%) gross profit margin. *(e.g., If the cost of the course pack/custom published material is \$75, then the retail price at the University Bookstore will be no higher than \$100. \$75 divided by .75.)*
  - h. Rental textbooks will be rented at no higher than forty-five percent (45%) of the current new textbook price. *(e.g., If the new textbook price is \$100, then the textbook will be rented at no higher than \$45.)*
  - i. There will be no add-ons or surcharges to cover freight, handling, publisher restocking fees, etc., *(i.e., The above formulas will be applied to the actual price listed on the publisher’s invoice in order to determine the selling price of a particular textbook.)*
3. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher’s list price, or if there is no list price, at prices competitive in the local area and competitive in the college/university bookstore industry.

4. The contractor shall sell all other merchandise (*clothing, giftware, supplies, etc.*) at prices competitive in the local area and competitive in the college/university bookstore industry. The contractor will make a significant effort to provide emblematic/logo merchandise at multiple price points.
5. JMU has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.
6. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Describe your pricing policies for textbooks and course materials and explain your company's plans to address the pricing concerns of students at JMU.
  - b. Describe your pricing policies for general (*all other*) merchandise and explain your company's plans to address the pricing concerns of students at JMU. Describe your company's plans to provide emblematic clothing at multiple price points.

#### **H. Used Textbook Program**

1. Used Textbook Availability. JMU is extremely committed to providing a strong used textbooks program in order to reduce the costs of textbooks to JMU students. The contractor will make a significant effort to maximize the availability of used textbooks for purchase by JMU students.
2. Buyback. The Bookstore will buy back books from students at not less than 50% of the current new textbook retail price for textbooks that have been adopted for an ensuing semester. (*i.e., If a textbook was purchased new and has been readopted, then the Bookstore will pay the student not less than 50% of the current new textbook retail price during buy back. If a textbook was purchased used and has been readopted, then the Bookstore will pay the student not less than 50% of the current new textbook retail price during buy back.*) Textbooks that have not been adopted for an ensuing semester will be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.
3. Desk Copies. JMU prohibits the purchase and sale of the complimentary/desk copies by the Bookstore.
4. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buy back prices that are greater than wholesale prices. Include your estimated used textbooks ratio (*used textbook sales expressed as a percentage of total textbook sales*) for the first three years of operation of the University Bookstore.

**I. General Book Program.**

1. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Describe your company's general book program and your plan to ensure that the general book program supports the academic excellence of JMU.
  - b. Describe your plan to support the academic programs and events at JMU by selling and promoting books at events throughout the year.

**J. General Merchandise and Marketing**

1. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer hardware, computer software, computer supplies, computer peripherals, general books, reference books, general merchandise, novelty gifts, school supplies, dorm supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings, and other services expected from a flagship university bookstore.
2. The contractor will promote and brand JMU by offering a broad selection of emblematic clothing and gifts. The contractor will provide exceptional value to the JMU customers by offering high quality products and services at fair prices and multiple price points. The contractor will continually expand and introduce new product lines.
3. Website. The contractor shall be required to maintain a full-service University Bookstore website featuring a complete range of JMU emblematic merchandise and the ability to order textbook/course materials and emblematic merchandise online.
4. Athletic Events. The contractor shall provide an appropriate range of general merchandise and sell merchandise at significant athletic events, NCAA tournament games, etc. The contractor shall adopt guidelines and policies in cooperation with Athletics that will allow JMU fans, alumni, and supporters the ability to purchase via the Bookstore, online store, and at athletic events, products produced by the Athletic Department's exclusive apparel and accessory provider.
5. Class Rings. The contractor should sell class rings in the University Bookstore. The University currently has an exclusive contract with Balfour to provide class rings. The University Bookstore will need to work with Balfour to provide for the sale of the class rings through the University Bookstore.
6. Graduation Merchandise. The contractor shall provide an appropriate selection of graduation items, such as announcements, diploma frames, etc. The contractor shall sell graduation regalia (*caps, gowns, etc.*) and attend the University Commencements.
7. Computer Purchase Program: Contract must be able to provide an Apple and Dell purchase option (*stock and drop-ship option*). Full selection of software, computer accessories and peripherals to be provided as well.

8. Trademark Licensing Program. The contractor shall ensure that all vendors used by the contractor adhere to JMU's Trademark Licensing Program requirements and the University's Labor Code of Conduct for Manufacturers.
9. Marketing Plan. The contractor shall provide a detailed marketing/advertising plan which will include, at a minimum, the following:
  - a. Marketing calendar
  - b. Methods for obtaining regular customer feedback to ensure customer satisfaction
  - c. Plans for new or expanded product lines or services to be offered, including an emphasis on products and services that will meet the needs of the campus community
10. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Describe your plans for new or expanded product lines or services to be offered at the University Bookstore, including an emphasis on products and services that will meet the needs of JMU.
  - b. Provide a detailed description of your plan to increase the sales of JMU emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's website.
  - c. Describe your company's plans to sell caps and gowns, graduation regalia and related merchandise.
  - d. Marketing/Advertising Plan. Describe your company's marketing/advertising plan for the University Bookstore.

**K. Tender Types/Discounts**

1. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, Bookstore gift cards, Bookstore gift certificates, bank debit cards, the University's P-Card, the University debit card system (JAC Card), JMU department charges, and financial aid account charges. The contractor shall provide for charge sales to University departments and to private contractors providing educational assistance to their employees.
  - a. Contractor shall pay up to 5% of all debit card sales and shall purchase/lease related equipment.
  - b. Contractor shall pay bank fees associated with all credit card charges.
2. JAC Card (*JMU Access Card*). The contract shall provide, at its expense, the hardware, software, equipment, and interfaces necessary, including interfacing with the University's CSGold System, in order to accept the JAC Card at the Bookstore. The contractor will provide, at its expense, the technical support to maintain the interface between the contractor's software and the JAC Card system. The contractor will be assessed by the University a five percent (5%) transaction fee on

all sales transactions processed using the JAC Card. On an annual basis, the contractor will reimburse the University for the annual transaction interface to assist the University with offsetting the central cost of operating the JAC Card system (*software and hardware*). In FY 19, this totaled \$10,335.13 (*\$9,054.70 commissions + \$1,280.43 maintenance fee*). Commissions through November 2019 are \$6,970.86 and from 7/1/2018 – 6/30/2019 commissions were \$9,054.70.

3. Department Charges. JMU departments will be allowed to charge department purchases at the Bookstore. JMU departments shall receive a thirty percent (30%) discount from the Bookstore on purchases of all merchandise, with the exception of textbooks, computer software, convenience items, and sale items. The contract shall provide, at its expense, the hardware, software, equipment, and interfaces necessary, including interfacing with the University's PeopleSoft System, in order to transfer detail purchase information directly from the contractor's point of sale computer system to the University's PeopleSoft system.
4. Faculty/Staff Discounts. Full-time JMU faculty and staff will receive a fifteen percent (15%) discount from the Bookstore on purchase of all merchandise, with the exception of textbooks, computer hardware, convenience items, and sales items.
5. Alumni Association Discounts. JMU Alumni Association members will receive a ten percent (10%) discount on the purchase of emblematic/logo merchandise.
6. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Describe the tender types your company will accept at the University Bookstore.

#### **L. Technology**

1. Technology Investment. The contractor shall provide state-of-the-art technology (*e.g., bookstore computer system, point of sale system, computerized textbooks management system, technology necessary to comply with HEOA, website, etc.*) to deliver the desired level of service. (*Note: The University will not buy out the undepreciated portion of the contractor's technology investment at the termination of the contract.*)
2. Website. The contractor shall provide and maintain a website for the University Bookstore. The website shall include, but not be limited to, the ability for customers to order textbooks, general books, and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the University Bookstore website, including products sold (*whether by the contractor or by a third-party vendor*), links to and/or from the University Bookstore website and advertising accepted shall require the University's prior written approval.
3. Interfaces. The contractor shall interface with the University's PeopleSoft system in order to integrate student schedules with the bookstore website for a one click purchase solution.
4. Dell and Apple Computer Repair. Contractor should be able to establish and operate an on-campus authorized and certified warranty repair center for Apple and

Dell computer systems, for personally-owned and institutionally-owned systems. Prefer capability to provide non-warranty repair service as well.

5. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the University, the University Bookstore, and the campus community.
- b. Indicate your company's commitment to work with the University to implement the JAC Card in the Bookstore.
- c. Website/E-Commerce Plans. Include a detailed description of your company's plans to offer the following:
  - i. Online textbook ordering program
  - ii. Online textbook adoption program
  - iii. Ordering program for general merchandise (*i.e., emblematic clothing and gifts*)
  - iv. Registration integration program
- d. Describe any integrations you would expect to make to University systems. Provide details on those integrations.
- e. Describe how you would integrate with the University's class schedule systems to tie courses to textbooks required.
- f. Describe requirements you would have of the University for technology infrastructure.
- g. Include your estimated capital investment for technology/automation in the University Bookstore (*excluding website development costs*) and a timetable for your automation plans. The University will not buy out the undepreciated portion of the contractor's technology investment at the termination of the contract.
- h. Describe ability to be an authorized and certified warranty repair center for Apple and Dell computer systems, for personally-owned and institutionally-owned systems. Describe capability to provide non-warranty repair service as well. Fully describe the repair service operation, including number of on-campus staff/technicians and sample costs and timeframes for problem diagnosis and common repairs (*excluding shipping times for repair parts*).
- i. Payment Processing: James Madison University does not process payments over a secure network and relies solely on Point to Point encryption. All vendors with network connected solutions that process payments or redirect to a payment processor are required to use a validated Point-to-Point (P2Pe) solution for all in person, by phone or mail transactions. Vendors currently not utilizing a validated P2Pe solution are required to integrate with a payment processor and/or encryption service providing validated P2Pe encryption prior to payment processing at JMU. (*The University currently*

*uses Bluefin Payment Systems in all locations and the solution must be validated)*

Describe your proposed solution's payment processing system. Make sure to address P2Pe encryption and if it integrates with any existing PCI-validated P2Pe systems, like Bluefin.

- j. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:
  - i. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.
  - ii. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).
  - iii. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

#### **M. Financial Reporting & Projections**

1. On a monthly basis, the contractor will submit a sales report to the JMU Administration, including sales by category and total sales for the Bookstore. The contractor will include in its monthly statement a detailed list of rent/commission exempt sales for the month and website/e-commerce sales.
2. On an annual basis, the contractor will submit a detailed University Bookstore financial statement to the University. At a minimum, the University Bookstore financial statement will include the following:
  - a. Sales/Revenue by Category/Department
  - b. Total Sales/Revenue
  - c. Website/E-Commerce Sales
  - d. Cost of Goods Sold
  - e. Gross Margin
  - f. Personnel Expenses
  - g. Direct Operating Expenses
  - h. Indirect Expenses (*e.g., Management Fee, Contractor Overhead Charges*)
  - i. Rent/Commission Paid to the University
  - j. Profit/Loss
  - k. Dollar Amount of "Retail Textbook Buyback"
  - l. Dollar Amount of "Wholesale Textbook Buyback"
  - m. Number of Class Rings Sold
  - n. Number of Computer Hardware Units Sold
  - o. Rent/Commission Exempt Sales
  - p. Additional detailed financial data as may be requested by the University
3. The contractor will provide JMU with a copy of its company's certified financial statement on an annual basis.
4. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Financial Projections. Provide financial projections for the first five (5) years of operation of the University Bookstore. Projections must include the following:
  - i. Sales/Revenue by Category/Department
  - ii. Total Sales/Revenue
  - iii. Website/E-Commerce Sales
  - iv. Cost of Goods Sold
  - v. Gross Margin
  - vi. Personnel Expenses
  - vii. Direct Operating Expenses
  - viii. Indirect Expenses (*e.g., Management Fee, Contractor Overhead Charges*)
  - ix. Rent/Commission Paid to the University
  - x. Profit/Loss
  - xi. Dollar Amount of “Retail Textbook Buyback”
  - xii. Dollar Amount of “Wholesale Textbook Buyback”
  - xiii. Number of Class Rings Sold
  - xiv. Number of Computer Hardware Units Sold
  - xv. Rent/Commission Exempt Sales
  - xvi. Additional detailed financial data as may be requested by the University
  
- b. Financial Return to JMU. Describe the financial return that you will remit to JMU for the operation of the University Bookstore for the contract term, including the following required financial requirements:
  - i. The minimum annual financial guarantee
  - ii. The commission schedule expressed as a percentage of Net Sales (*see definition below*)
  - iii. Additional financial incentives that you would like the University to consider

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

- i. “Gross Sales” shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including textbook rental revenue. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (*i.e., “online sales”*), orders received through the University Bookstore website or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, hardware and software sales, and commissions received by the contractor for authorized sales by other companies or organizations on the University Bookstore website.
  
- ii. “Net Sales” shall be defined as Gross Sales less voids, less customer refunds, less discounts (*provided that the discount amount thereof was include in gross sales*), less sales tax paid by the contractor to any government agency which was collected from customers, less

discounted charge sales to authorized University Departments, less sales made at no margin by the contract at the request of JMU.

- iii. The contractor shall pay the University the greater of either:
  - a. the financial return based on the commission schedule, or,
  - b. the minimum annual financial guarantee
- iv. Payments will be made to the University on a monthly basis. The University shall have the option to select either:
  - a. monthly payments according to the commission schedule, or,
  - b. monthly payments based on one-twelfth (*1/12th*) of the minimum annual financial guarantee.

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

- v. The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
  - vi. The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.
- c. Financial Return to JMU – *Renewal Term*. Describe the financial return that you will remit to JMU for the operation of the University Bookstore for Option A: three (3) five-year renewal terms (*5-year initial term*) and Option B: two (2) five-year renewal terms (*10-year initial term*), including the following:
- i. The minimum annual financial guarantee
  - ii. The commission schedule expressed as a percentage of Net Sales (*see definition above*)
  - iii. Additional financial incentives that you would like the University to consider

**N. Facility Investment: University Bookstore**

- 1. Facility Investment. The University Bookstore located at 211 Bluestone Drive, will remain in its current location. The Bookstore’s fixtures are owned by the University and will be available for use by the selected contractor. In order to maintain a state-of-the-art retail facility throughout the term of the contract, contractors are required to submit a proposed facility investment of the current Bookstore facility located at 211 Bluestone Drive as part of their response to this RFP. Any proposed facilities renovations and/or alterations shall be received by the University’s Facilities Planning office and receive written approval prior to initiating construction. All such work shall be designed by architects and engineers registered in the Commonwealth of Virginia and performed by contractors licensed by the appropriate State and local agencies. All work shall be done in conformance with the Virginia State Building Code and applicable statutes and regulations.

2. Depreciation. The capital investment by the contractor in the University Bookstore facility will be depreciated on a straight-line basis over five (5) years. The contractor may depreciate their investment over ten (10) years should the University elect that option.
3. Accounting of Facility Investment. The contractor will provide the University with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.
4. Investment Difference. If the actual amount spent by the contractor on the facility is less than the amount offered in the contractor's proposal, then the contractor will provide the University with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility improvements. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's proposal, then the contractor will be solely responsible for all costs necessary to complete the facility improvements.
5. Design Fees. All Bookstore design fees and fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees **shall not be included** as part of the capital investment to be depreciated.
6. Timing of Capital Investment. The timing of the capital investment for the Bookstore facility will be determined by the University.
7. All capital investments and fixtures in the Bookstore shall become the property of the University at the termination of the contract.
8. In the event the contract should terminate for any reason prior to the end of the contract term, the University will not be responsible to reimburse the successful contractor for any depreciation and the value of the inventory will be determined by an independent firm and the successful contractor will reimburse the University at the determined value.
9. See Attachment D of the bookstore facility CADD drawing. (*attached separately as a .pdf document*)
10. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
  - a. Describe your detailed facility plans and financial commitment for the University Bookstore facility.

**O. Risk Assessment Plan**

1. The purpose of the Risk Assessment (RA) plan is to capture the contractor's ability to preplan (identify risks on a future service in terms of cost, time and University expectation of quality and performance). The RA plan is used to:

- a. Assist the University in considering the contractor’s ability to understand the risk of a project.
  - b. Provide contractors the opportunity to differentiate themselves due to their experience and expertise.
2. Contractors should keep in mind that the RA plan is only one step in the selection process. If all the RA plans are the same, the RA plan will have little impact in the selection. The RA plan will become part of the contract.
3. **OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**
- a. The format for the RA plan is shown on Attachment D. The RA plan should clearly address the following items in a non-technical manner:
    - i. List and prioritize major risk items or decisions to be made that are unique to this project. This includes items that may cause the service to suffer in terms of implementation, merchandise quality, financial considerations, schedule issues or may be a source of dissatisfaction for the University. Attach a cost (\$), time impact, service impact or quality differential for every risk.
    - ii. Explain how the contractor will minimize the risk. If the contractor has a unique method to minimize the risk, it should be explained in non-technical terms. The RA plan should focus on risks that the contractor does not control.
    - iii. Propose any options that could increase the value (*expectation or quality*) of the contractor’s service. List any value or differential that the Contractor is bringing to the project, its size or impact to the level of value, and how the contractor will measure the value added during the course of the service to ensure it is meeting its proposed levels.

**P. Quality Control Plan**

**1. OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Attach a milestone schedule for transition from selection to contract start that identifies key transition implementation events and timing.

**Q. Strategic Alliance Partnership**

**1. OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Provide any additional monetary consideration, promotional programs, student scholarship/internships associated with a strategic alliance partnership that would be offered to the University through this contract.

**R. Additional Information**

**1. OFFEROR SHALL PROVIDE A WRITTEN RESPONSE TO THE FOLLOWING IN PROPOSAL SUBMISSION TO THE RFP:**

- a. Provide the University with other information you feel is pertinent.

**S. JMU Obligations**

1. The University will provide the contractor with:

- a. Retail, office and stockroom facilities consisting of approximately 28,100 square feet.
- b. Access to campus web services, telephone services, and voice answering system at the standard JMU rate. The University bills the contractor, and the contractor shall reimburse the University for these services on a monthly basis.
- c. Security service for the Bookstore provided by JMU in the same manner provided for other JMU buildings.
- d. Utilities. The University will provide all utilities used by the contractor including heating, air conditioning, water and sewer.

**T. Contractor Obligations**

1. The contractor will provide the following as part of its management and operation of the bookstore:

- a. Vehicles. Costs associated with vehicle(s) necessary for the operation of the Bookstore.
- b. Cleaning and Maintenance. Proper maintenance (to the satisfaction of JMU) of the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
- c. Emergency Key. An emergency key to be left with the JMU Public Safety Department.
- d. ADA Requirements. The contractor shall meet the Bookstore needs of handicapped students and all ADA requirements.
- e. Parking. Parking in any University lot is paid by permit only. University Parking Services regulates, maintains, and controls parking on campus. The successful contractor will be required to purchase parking permits from Parking Services in accordance with their fee structure.
- f. Maintenance. The contractor will be responsible for custodial services for the University Bookstore premises.

- g. Health and Safety. The contractor shall comply with all Federal, State and University health and safety regulations and requirements and will work with the Department of Environmental Health and Safety as necessary to insure compliance.
- h. Security. The contractor shall cooperate with the JMU Police Department concerning enforcement of University regulations, internal security, and theft control in the University Bookstore. The contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the JMU Department of Public Safety.
- i. Trash Removal. The contractor shall ensure that trash will be removed, by the University, frequently enough to avoid any health problems, ensure a clean appearance, and in a manner suitable to maximize recycling of waste materials. The contractor shall adhere to the recycling policies used by the University.
- j. Licensing. The University Bookstore is not exempt from paying licensing royalties for insignia, marked clothing, etc. The contractor will comply with all licensing fees, royalties and other requirements.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and nine (9) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or

additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

### 3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public

inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. OFFERORS ARE REQUIRED TO SUBMIT THE FOLLOWING ITEMS AS A COMPLETE PROPOSAL:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. Company History and Background:
  - a. Describe your company's qualifications and experience in managing college/university bookstores. Describe your company's experience servicing large public universities. The offeror's headquarters, nearest offices and branch offices should be listed.
  - b. Provide a client list that includes length of services, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in scope and size, which demonstrates the offeror's ability to perform the services required by JMU.
  - c. Provide a client list whose online volume exceeds \$3,500,000 or 17,000 online transactions annually. Offeror must show examples of being able to handle this volume. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
  - d. Provide a client list with annual computer hardware units sold in excess of 1,700 computer units. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.

- e. Provide a client list for textbook rentals that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Describe the scope of services (*i.e. online, integrated, etc.*).
  - f. Discontinued Client List. Provide a list of all college/university accounts that were cancelled or not renewed during the past five (5) years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
  5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
  6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
  7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	10
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Financial Proposal	<u>30</u>
	100

- B. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best

proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
  - 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the

Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**VIII. SPECIAL TERMS AND CONDITIONS**

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: \_\_\_\_\_

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the

issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for either Option A: Five (5) year initial contract term with the option of three (3) additional five (5) year terms or Option B: Ten (10) year initial contract term with the option of two (2) additional Five (5) year terms, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and

immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

T. CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

U. PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor will be required to provide an Attestation of Compliance on an annual basis. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- V. DATA PRIVACY AND SUBCONTRACTORS: Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law. University Data will not be stored outside the United States without prior written consent from the University. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.
- W. DATA SECURITY: Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- X. DATA TRANSFER UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Contractor shall ensure that such transfer uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- Y. RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA: The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.
- Z. SECURITY BREACH RESPONSE: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- AA. FORCE MAJEURE: James Madison University shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of the university, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from the university that such cause has occurred, Contractor agrees to directly refund all payments to the university, for services not yet performed, including any pre-paid deposits, within 14 days.

## IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

There are two (2) options in the pricing schedule shown below. Option A is based on an initial contract term of five (5) years with three (3) additional five (5) year renewals. Option B is based on an initial contract term of ten (10) years with two (2) additional five (5) year renewals. Include pricing for both options. Final decision of the contract term will be decided at time of negotiation.

Offeror shall detail the increase of percent paid to the University to reflect the utility expense paid by the University.

**OPTION A: Initial term of five (5) years with three (3) additional five (5) year renewals.**

**COMMISSION AS A PERCENT OF SALES:**

Initial Five (5) Year Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

FIRST Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

SECOND Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

THIRD Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

**GUARANTEED ANNUAL MINIMUM:**

**Annual commissions paid to the University will be the greater of either the commission as a percent of sales or guaranteed annual minimum.**

Initial Five (5) Year Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

FIRST Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

SECOND Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

THIRD Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

**STRATEGIC ALLIANCE PARTNERSHIP:**

Initial Five (5) Year Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

FIRST Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

SECOND Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

THIRD Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

**CAPITAL FACILITY INVESTMENT:**

Initial Five (5) Year Term (*Depreciated Over Five Years*)

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

THIRD Five (5) Year Renewal Term

Total Investment	
------------------	--

**TECHNOLOGY INVESTMENT:**

Initial Five (5) Year Term

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

THIRD Five (5) Year Renewal Term

Total Investment	
------------------	--

**OPTION B: Initial term of ten (10) years with two (2) additional five (5) year renewals.**

**COMMISSION AS A PERCENT OF SALES:**

Initial Ten (10) Year Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	
Year 6 (%)	
Year 7 (%)	
Year 8 (%)	
Year 9 (%)	
Year 10 (%)	

FIRST Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

SECOND Five (5) Year Renewal Term

Year 1 (%)	
Year 2 (%)	
Year 3 (%)	
Year 4 (%)	
Year 5 (%)	

**GUARANTEED ANNUAL MINIMUM:**

**Annual commissions paid to the University will be the greater of either the commission as a percent of sales or guaranteed annual minimum.**

Initial Ten (10) Year Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	
Year 6 (\$)	
Year 7 (\$)	
Year 8 (\$)	
Year 9 (\$)	
Year 10 (\$)	

FIRST Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

SECOND Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

**STRATEGIC ALLIANCE PARTNERSHIP:**

Initial Ten (10) Year Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	
Year 6 (\$)	
Year 7 (\$)	
Year 8 (\$)	
Year 9 (\$)	
Year 10 (\$)	

FIRST Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

SECOND Five (5) Year Renewal Term

Year 1 (\$)	
Year 2 (\$)	
Year 3 (\$)	
Year 4 (\$)	
Year 5 (\$)	

**CAPITAL FACILITY INVESTMENT:**

Initial Ten (10) Year Term  
*(Depreciated Over Ten Years)*

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

**TECHNOLOGY INVESTMENT:**

Initial Ten (10) Year Term

Total Investment	
------------------	--

FIRST Five (5) Year Renewal Term

Total Investment	
------------------	--

SECOND Five (5) Year Renewal Term

Total Investment	
------------------	--

**XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Risk Assessment Plan

Attachment E: Bookstore Facility CADD Drawings (*attached separately as a .pdf document*)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years \_\_\_\_\_ Months \_\_\_\_\_

- 3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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- 5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

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ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: \_\_\_\_\_ Preparer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

**Micro Business** is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

***RETURN OF THIS PAGE IS REQUIRED***

**ATTACHMENT B (CNT'D)**  
**Small, Women and Minority-owned Businesses (SWaM) Utilization Plan**

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Proposal and Subsequent Contract

Offeror / Proposer:

\_\_\_\_\_ Firm

\_\_\_\_\_ Address

\_\_\_\_\_ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

*(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)*

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated \_\_\_\_\_:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

## ATTACHMENT D

### RISK ASSESSMENT PLAN

Prioritize the risks (*list the greatest risks first*). Indicate the solution or plan to minimize each risk and do so in non-technical terms that differentiates you from other contractors. You may add/delete the risk tables below as necessary. Please write as much or as little as needed – the table only provides the format, not the space requirements (*total page count must not exceed three (3) pages*).

#### Major Risk Items:

Risk 1:  
Solution:

Risk 2:  
Solution:

Risk 3:  
Solution:

Risk 4:  
Solution:

Risk 5:  
Solution:

#### Value Added Options or Differentials (*what you will do that others do not*)

Contractors should identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease cost (\$), time, service, quality or client satisfaction. You may add/delete the value tables below as necessary.

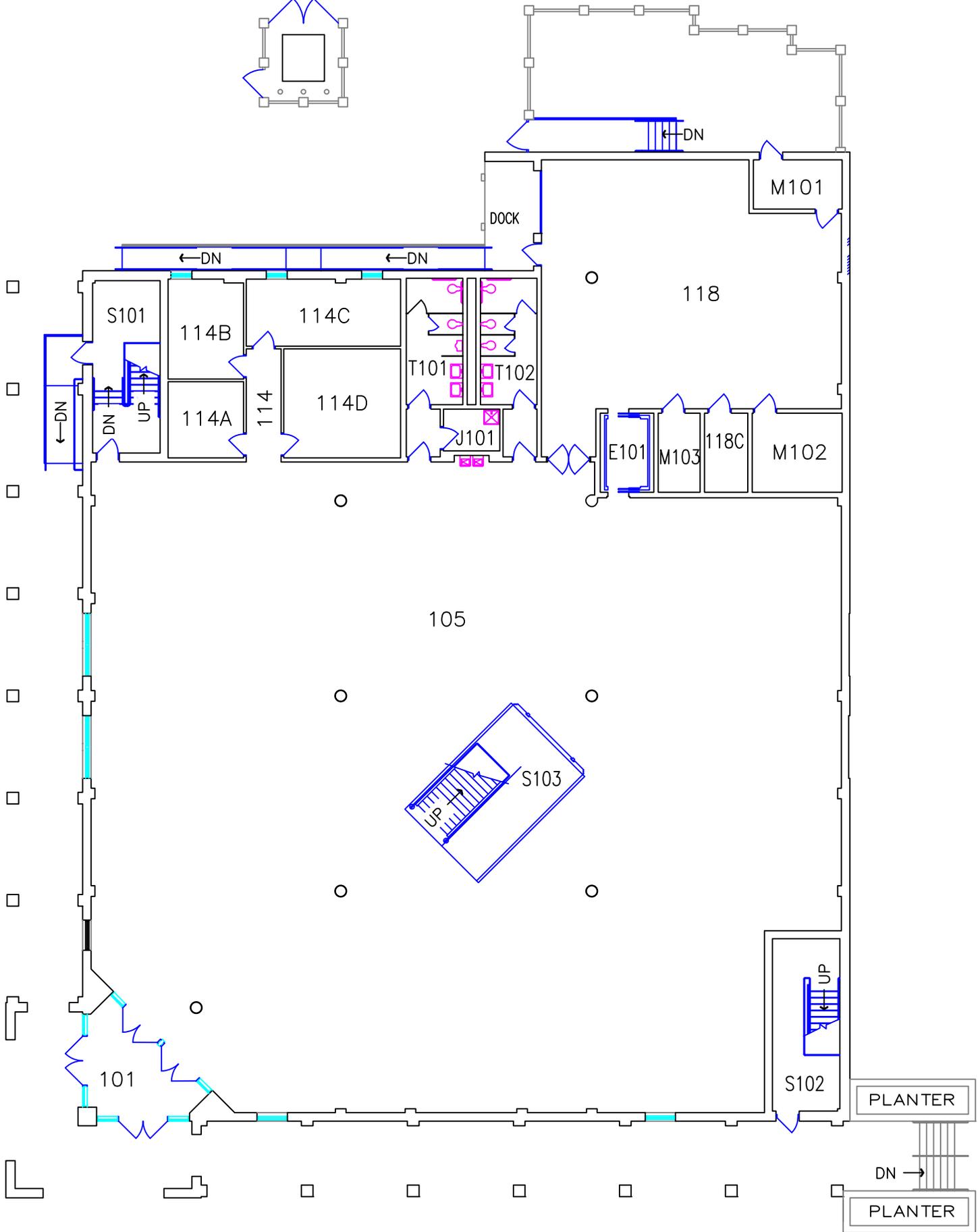
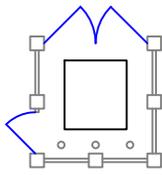
Item 1:  
Impact:

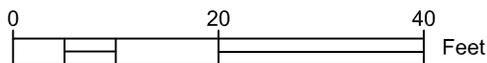
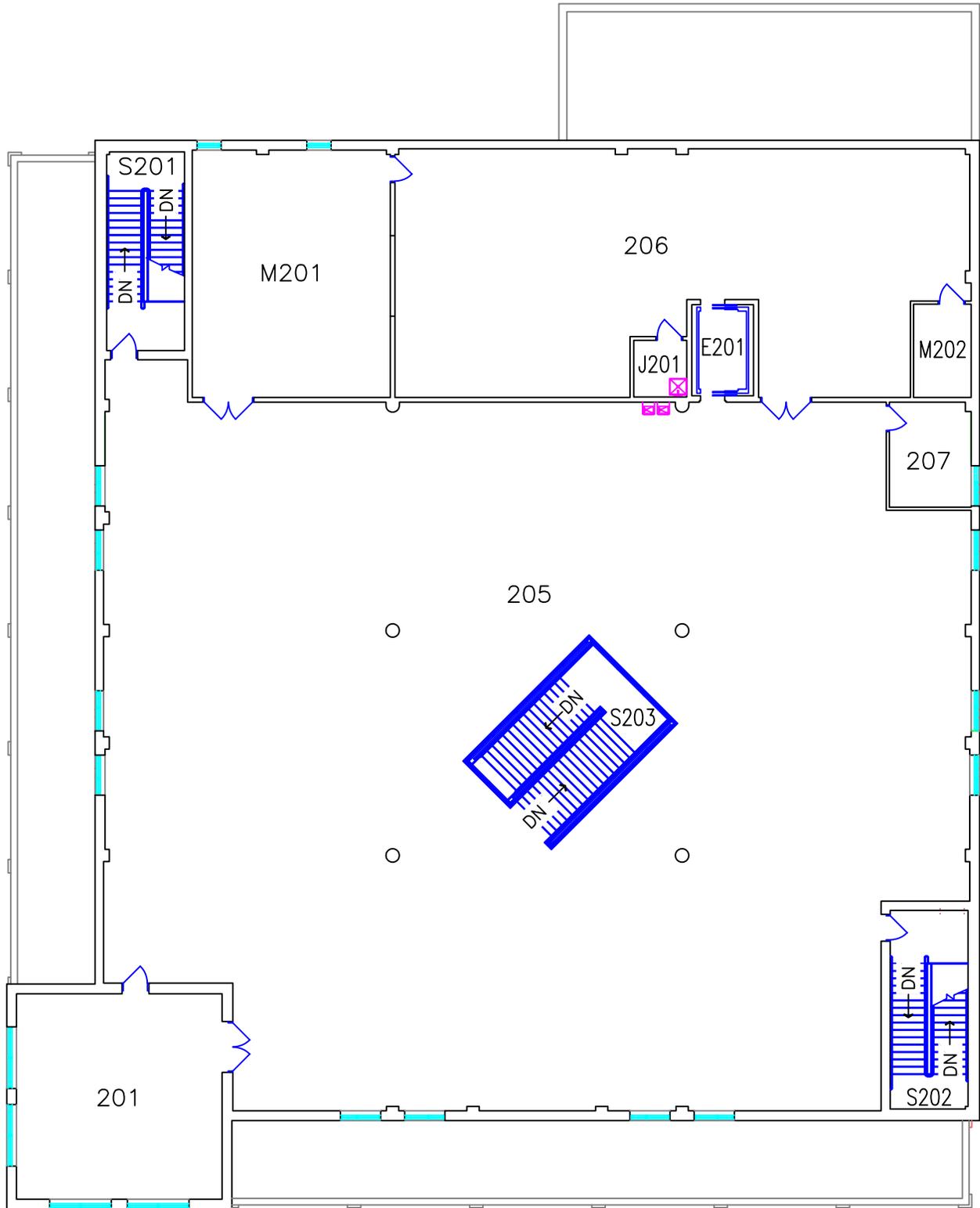
Item 2:  
Impact:

Item 3:  
Impact:

Item 4:  
Impact:

Item 5:  
Impact:





NAME

UNIVERSITY BOOKSTORE

FLOOR

SECOND FLOOR

DATE LAST REVISED

12/16/19



July 29, 2021

**ADDENDUM NO: One**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# LBS-1125**  
Dated: July 19, 2021  
Commodity: Bookstore Management & Operation Services  
RFP Closing On: **August 18, 2021 at 2:00 pm EST**

Please note the clarifications and/or changes made on this proposal:

1. **The Buyer listed on the RFP document has been changed. All communications regarding this solicitation should be directed to:**

**Leah Frank, VCO, CUPO, Procurement Manager**  
**franklm@jmu.edu**  
**540-568-3134**

2. Question: Can we visit the existing bookstore to tour the site and take photos?

**Answer: Potential offerors may schedule a tour of the existing JMU Bookstore by contacting the buyer for this procurement. Offerors will not be afforded the opportunity to ask questions during JMU Bookstore tours. All questions related to the RFP should be directed in writing to Leah Frank.**

Signify receipt of this addendum by initialing "Addendum #1 \_\_\_\_\_" on the signature page of your proposal.

Sincerely,

LeeAnne Beatty Smith  
Buyer Senior  
Phone: 540-568-7523

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax



August 11, 2021

ADDENDUM NO: Two

TO ALL OFFERORS:

**REFERENCE:** Request for Proposal No: **RFP# LBS-1125**  
 Dated: July 19, 2021  
 Commodity: Bookstore Management & Operation Services  
 RFP Closing On: **August 18, 2021 at 2:00 pm EST**

Please note the clarifications and/or changes made on this proposal:

1. Question: Could you provide updated Bookstore sales data in the same format as the years provided on pages 3 & 4 of the RFP for FY20 and FY21?

Answer: The table in the RFP has been updated below to include sales data for FY20 and FY21. It is of note that the data is skewed for FY20 and FY21 due to the impact of the COVID pandemic on sales for those two fiscal years.

Department/Category	FY17	FY18	FY19	FY20	FY21
Used Textbooks	\$487,544	\$394,333	\$393,400	\$310,360	\$211,691
New Textbooks	\$3,621,217	\$3,260,911	\$2,924,087	\$2,494,757	\$1,742,529
Rental	\$1,433,779	\$1,413,858	\$1,429,876	\$1,150,140	\$742,627
Digital	\$27,659	\$44,421	\$202,456	\$307,944	\$669,474
Trade Books	\$142,450	\$151,632	\$144,091	\$147,766	\$56,407
Course Packs	Included in new text				
Supplies	\$206,503	\$206,241	\$212,293	\$215,770	\$83,221
Clothing	\$3,362,178	\$3,668,983	\$3,237,022	\$3,355,447	\$1,929,038
Gifts	\$744,712	\$717,499	\$676,552	\$632,588	\$437,789
Sundries (candy/snacks/regalia)	\$309,405	\$326,349	\$302,345	\$349,677	\$125,055
Computer Supplies	\$133,383	\$104,643	\$95,529	\$74,304	\$38,206
Computer Peripherals	\$16,772	\$15,242	\$7,741	\$7,270	\$7,940
Computer Software	\$2,608	\$400	\$300	\$200	\$600
Computer Hardware	\$2,324,659	\$2,538,171	\$2,690,003	\$2,410,821	\$1,832,002
POSA (Discontinued 2018) (Adobe Point of Sale Activation Program)	\$2,475	\$1,079	\$0	Discontinued	Discontinued
<b>TOTAL</b>	<b>\$12,815,344</b>	<b>\$12,843,762</b>	<b>\$12,315,695</b>	<b>\$11,457,044</b>	<b>\$7,876,579</b>

MSC 5720  
 752 Ott Street, Room 1042  
 Wine Price Building  
 Harrisonburg, VA 22807  
 Office of 540.568.3145 Phone  
 PROCUREMENT SERVICES 540.568.7935 Fax

Signify receipt of this addendum by initialing "Addendum #2 \_\_\_\_" on the signature page of your proposal.

Sincerely,

A handwritten signature in blue ink that reads "Leah Frank". The signature is written in a cursive style with a large initial "L" and "F".

Leah Frank  
Procurement Manager  
Phone: 540-568-3134