University of Mary Washington
Procurement Services

Standard Contract

UCPUMW 25-1828
Campus Store Operations

This contract, between BibliU Campus, Inc., hereinafter called the "Contractor", and the Commonwealth of Virginia, University of Mary Washington, called the "University" or "UMW", shall become effective upon execution by both parties.

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

PERIOD OF CONTRACT: Date of execution by both parties through June 30, 2031 with five (5), one-year renewal options.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the "contract documents":

1. This signed Contract;
2. The University of Mary Washington's Request for Proposal RFP 25-1828, dated February 7, 2025 (Exhibit A); Addendum No. 01, dated February 28, 2025 (Exhibit B); and Addendum No. 02, dated March 6, 2025 (Exhibit C);
3. VHEPC PAC Agreement (Exhibit D);
4. The Contractor's proposal dated March 10, 2025 (Exhibit E);

CONTRACT CLAIMS: Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

SCOPE OF SERVICES: If authorized by the Contractor, use of this Master Agreement may be accessed by all state, local governments, school districts, public body, public or private health, higher education institutions, or the University's affiliated foundations in the United States for Campus Store Operations. Each participating entity may negotiate and execute a separate Scope of Work (SOW) under this Agreement. Such SOWs shall not alter the terms and conditions of this Agreement unless expressly agreed to in writing by all parties.

CONTRACT ADMINISTRATION:

A. Each participating entity that individually executes its own bridge agreement based from the Master Agreement executed by the University of Mary Washington shall identify its individual Contract Administrators and shall use all powers under the Master Agreement to enforce its faithful performance.

B. The Contract Administrators at each participating entity shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services.

GENERAL TERMS AND CONDITIONS: The following terms and conditions shall apply to all procurements as required by Commonwealth of Virginia Law or University of Mary Washington policy for goods and services. These terms may be negotiable only through the University's legal counsel. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this Agreement, the Special Terms and Conditions shall apply.

1. **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 all applicable federal, state and local laws, rules and regulations.

2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids or proposals, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with 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.

4. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal 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 eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA.

5. **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.

6. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include

other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement.

2. **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.

3. **AUDIT:** The contractor shall retain all books, records, 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 University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Any such inspection or audit shall be at the University's sole expense unless such audit reveals that Contractor has, for any reason, materially misrepresented sales and/or operating expenses. In the event that an audit determines that the statements submitted by Contractor to the University are inaccurate or not in accordance with the terms of this Contract, Contractor agrees to pay the University all monies owed within twenty (20) calendar days plus interest from the date of delinquency at the rate of 1.5% per month. In addition, if the audit determines that Contractor has materially misrepresented sales or operating expenses, Contractor shall pay the entire cost of the audit. Any inspection or review by the University does not relieve Contractor of its responsibilities for performing its obligations under this Contract or of any liability arising from Contractor's failure to perform.

4. **CANCELLATION OF CONTRACT / TERMINATION:**
   A. Termination by either Party without cause: This Contract may be terminated by either Party without cause by providing the other Party 120 days prior written notice, per Notices Section of Terms and Conditions. Such termination of the Agreement cannot take place within 60 (sixty) days prior to the start of either the fall or spring semesters or summer sessions.

   B. Termination by either Party for Cause*:
      1. Substandard Performance: If either Party shall be in default in the performance of any material covenant, promise, term, or condition of this Contract, and (i) such default is not cured within thirty (30) calendar days after written notice of default is given by the Party not in default, or (ii) if such default is of a nature that it cannot be cured within thirty (30) calendar days, and the Party in default shall not have promptly commenced curing such default within such thirty (30) calendar day period or shall not thereafter proceed to cure such default with reasonable diligence in good faith without interruption except for causes beyond its control.
      2. Failure to Make Payments: If either Party shall be in default in the making of any payments required to be made hereunder to the Party not in default and such defaults not cured within thirty (30) calendar days after notice thereof is given by the Party not in default.
      3. Failure to comply with contract terms and conditions.

   **Non-renewal of this Contract at the end of the Term shall not constitute termination for cause.*

C. Termination by either party for Cause: In addition to the foregoing, each party shall have the right to terminate this Contract immediately if the other party:
    1. Acts in a grossly negligent manner or commits intentionally dishonest acts.
    2. Initiates bankruptcy or liquidation, becomes bankrupt, makes a general assignment for the benefit of creditors, takes the benefit of any insolvency act, or has a receiver or trustee in bankruptcy appointed for all or a portion of the party's property.
    3. Fails to maintain top health, safety, and sanitation inspection ratings.
    4. Fails to maintain all material licenses and permits required by applicable law or the Contract.
    5. Fails to pay any material required taxes.
    6. Fails to comply with all applicable federal, state, and local laws and regulations.
    7. Causes the other party, in its reasonable discretion, to suffer material adverse publicity or material negative impact on its reputation.

D. Conciliation of Performance issues: If the University believes that the Contractor's performance has been substandard, prior to issuing any notice of default, the University shall document Contractor's performance and submit such documentation for review and corrective action. Upon the request of the University, a meeting may be called between the Parties where instances of alleged substandard performance will be discussed and a plan for corrective action shall be developed and implemented. The University, in its reasonable discretion, shall approve in writing the plan for corrective action. The University may terminate the Contract immediately if: (i) University does not agree to the plan developed by Contractor; (ii) University, in its reasonable discretion, determines that implementation of the corrective plan by Contractor is substandard; or (iii) University, in its reasonable discretion, determines that Contractor has failed to implement the corrective plan in a timely manner.

E. Rights Prior to Termination: Termination of the Contract shall not affect any right of either Party that accrued prior to such termination.

F. Reimbursement for Depreciated book value of Contractor improvements: The following conditions shall apply should this Contract and any extension thereof be terminated prior to the full depreciation of Contractor -paid Improvements:
    1. Termination for Cause by University: The University will not pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.
    2. Termination for Cause by Contractor: The University will pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.
    3. Termination without cause by University: The University will pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.
    4. Termination without cause by Contractor: The University will not pay Contractor for the depreciated book value of Contractor's permanent or fixed Improvements.

G. Continued Operation after Termination / Smooth Transition: If this Contract is terminated for any reason, Contractor agrees, at the University's option, to continue operation of the Store in accordance with the terms and conditions of the Contract (including fee and payment terms) until a replacement store management company or the University itself is able to commence operations, provided this interim period does not exceed six (6) months from the Termination Date. Upon termination of the Contract, Contractor agrees to assist with a smooth transition of the Store's Services to the University or replacement Services provider. Contractor agrees to:

1. Assist the University in development of a termination and transition plan.
2. Train replacement personnel to use any non-proprietary equipment, software, or process that is to be transferred.
3. Catalog existing procedures and inventory.
4. Document and explain to the UMW Contract Administrator any existing non-proprietary operating procedures, and job descriptions, and backup procedures to University employees or a replacement Services provider.
5. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
6. Make all University 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
7. The University Contracting Officer having final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

H. In the instance of a contract termination UMW will require a new contractor to purchase inventory under the same terms as purchased by Contractor from incumbent.

I. 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 UMW Contract Administrator in writing prior to commencement of said work.

J. Immediately after the termination, Contractor shall remove from the selling floor of the Store all of its equipment and merchandise not purchased by the replacement Services provider and leave the Store in similar or better condition than it was found upon the Effective Date, normal wear and tear excepted. Within thirty (30) calendar days of the termination, Contractor shall remove all its equipment and merchandise not purchased by the replacement Services provider from the Store. If Contractor should fail to remove such property, the University may:

1. Consider such property abandoned and do with it as the University so chooses;
2. Move such property into storage and charge the Contractor for the costs of such moving and storage; or
3. Assign such property to the Store's replacement management company, which may use it for whatever purpose it chooses.

5. **CHANGES TO THE CONTRACT**: Changes can be made to the contract by written mutual agreement 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.

6. **COMPLETE CONTRACT:** This Contract (including the Attachments hereto, each of which is incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof. There are no representations, understandings, or agreements relating to this Contract that are not fully expressed in this Contract.

7. **COMPLIANCE WITH LAWS:** Contractor and University shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to their performance under this Agreement.
   A. Contractor will conform to the applicable provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 (§ 2.2-4200 and § 2.2-4201), 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.

   B. Provisions in Contracts over $10,000: Contractor understands and accepts the following provisions:
      1. The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong.
         a. Contractor will not discriminate against any employee or applicant for employment because of race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification, 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 Contractor. 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 Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

         c. Title IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based

Harassment and Other Forms of Interpersonal Violence is available for review on the Title IX web page.

d. Any contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such contractor is an equal opportunity employer.

e. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

C. Subcontracts: Contractor will include the provisions of sections A and B above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others 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 University's written consent and only in accordance with federal law or the Code of Virginia. 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 University upon becoming aware, 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 influence over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

9. CONTRACTOR AND EMPLOYEE REQUIREMENTS – BONDING AND INSURANCE: Contractor Personnel may have access to sensitive Personally Identifiable Information (PII). The Contractor shall ensure that all contractor personnel given access to, or sent to work on properties of the University of Mary Washington are bonded and insured; copies of which must be provided to the University prior to the first day of work.

A. If the Contractor, under this contract, creates, obtains, transmits, uses, maintains, processes or disposes of the subset of University Data known as Personally Identifiable Information (PII), or financial or business data, the Contractor shall also perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act:
   i. Office of Foreign Assets Control List (OFAC) check
   ii. Bureau of Industry and Security List (BIS) check
   iii. Office of Defense Trade Controls Debarred Persons List (DDTC)

10. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by the Subcontractor to the same extent as for any full-time or part-time Contractor staff.

A. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.

B. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.

C. UMW reserves the right to audit a Contractor's background check process no more than once per year unless such audit reveals any issues.

D. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.

E. Screens shall include:
    1. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
    2. DOJ Sex Offender Search and individual evaluation of results
    3. County Criminal Search for all identified counties

11. <u>CONTROLLING VERSION:</u> The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

12. <u>COOPERATIVE HOLDOVER CLAUSE:</u> This cooperative contract holdover clause authorizes the Contractor to continue to provide products and services pursuant to any quotation or purchase order executed prior to the expiration or termination of this Agreement. Proposals received and contracts awarded prior to the expiration or termination of this Agreement are eligible for a full five-year term, and allowable renewal terms. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

13. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf), this Contract is being issued by the University on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC"), whose membership consists of the Virginia Association of State College and University Purchasing Professionals ("VASCUPP") and the Virginia Community College Systems ("VCCS"). It is the intent of this Contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the Contractor.

    Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase 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 contract 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.

    The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract.

14. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

15. **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 reasonable resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

16. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during the term of the contract and all renewals. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during the term of the contract and all renewals.

17. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the entity's loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.

18. **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 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 during the performance of the contract.

19. **ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with the identification and procurement of environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the **EPA site**. The various Ecolabels, as identified by the EPA, are provided below:

20. **ELECTRONIC DOCUMENTATION & COMMUNICATION:** When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the Participating Entity; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

21. **ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

22. **ENVIRONMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

23. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of $50,000 with any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

24. **EXTRA CHARGES PROHIBITED:** The proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the contractor shall not be honored nor paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. The University expects that these costs, as well as all

contractor business expenses will be built into the contractor's quoted price. Credit card "check-out fees" or surcharges MUST be disclosed as a flat fee or percentage of invoice total, and are limited to no more than 3%. The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate or 3% whichever is less. The foregoing shall not prohibit the Contractor from requesting an annual review of its quoted pricing; provided that any increase shall not exceed three percent (3%) of the then-current price in any contract year and shall be subject to the University's prior written approval.

25. **FIRE MARSHALL REQUIREMENT:** Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.

26. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

27. **FLAME RETARDANT CERTIFICATE:** Contractor shall submit a certification in writing to the Procurement Office that all materials used in fabricating draperies, curtains, and similar hanging textiles are inherently flame retardant or have been treated to meet NFPA Standard 701 (latest version), large or small scale test.

28. **FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:

FSC®

29. **FRATERNIZATION:** Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

30. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any third-party claims, damages and actions arising directly from (a) Contractor's gross negligence or wilful misconduct, or (b) Contractor's material breach of this Agreement in each case to the extent caused by Contractor in connection with the use of any materials, goods, or equipment furnished by the Contractor. Contractor shall have the right to control the defence and settlement of any such claim, provided that it may not settle any claim imposing non-monetary obligations on the University without the University's prior written consent (not to be unreasonably withheld or delayed). This indemnity shall not apply to the extent any liability is attributable to the sole negligence, breach, or misuse by the University, including any failure of the University to use the materials, goods, services or equipment in accordance with the documentation and instructions provided by Contractor. In no event shall

Contractor be liable, whether in contract, tort (including negligence), or otherwise, for any loss of profit, loss of revenue, loss of business, loss of data, or any special, incidental, indirect, consequential, or punitive damages, even if advised of the possibility of such damages. Contractor's aggregate liability arising out of or in connection with this Agreement, including under this indemnity, shall not exceed the total fees paid (and payable) by the University to Contractor under this Agreement in the twelve (12) months immediately preceding the date on which the relevant claim first arose, to the extent permitted by applicable law.

31. **INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

32. **INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the contractor from the premises.

33. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or 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. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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:

    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 requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

    Employer's Liability - $100,000.

    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.

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).

34. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products used by the Contractor in the performance of this Contract are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Contractor, certifies such items or products shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

35. **LICENSES and PERMITS:** Contractor shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the Services.

36. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

37. **NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party; Contractor may assign any or all this Contract to a member of its Group and/or to an affiliate or in the event of a merger or sale of all or substantially all of its assets to the acquiring party. Each Party will remain responsible for any obligations performed by its subcontractors or sublicensees.

38. **NON-EXCLUSIVITY:** Contractor's exclusive rights do not include merchandise and services currently sold elsewhere within the University by departments or student organizations, or through other existing agreements or contracts, so long as these groups or agreements do not contract with an outside third party (e.g. Publisher, Amazon, Chegg, etc.). The University, in its sole discretion, now and in the future, shall retain the right to provide other retail operations on campus, operated directly or through other contractual arrangements. However, such other retail operations will not unreasonably compete with the primary merchandise categories typically found in university bookstores, either in-store or on-line.

A. State Contract Restrictions: The Commonwealth of Virginia requires use of certain state contract items by University departments. Contractor understands and accepts that University departments are not permitted to use state funds to purchase such items from the Store if they are found on state contracts.

39. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below unless notified from time to time of any change in address. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:	If to the Contractor:
University of Mary Washington	BibliU Campus, Inc.
Attn: Procurement Services	Attn: CEO
1301 College Avenue	8501 Technology Circle
Fredericksburg, VA 22401	Greenville, TX 75402

40. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all contractors that Contractor may utilize, using Contractor's best skill and attention. Contractors that perform work under this contract shall be responsible to the Contractor. The Contractor agrees that it is as responsible for the acts and omissions of its Contractors as it is for the acts and omissions of its own employees, when each is acting in the course and scope of their agency or employment, as the case may be.

A. SUBCONTRACTS: No portion of the work shall be subcontracted by the Contractor without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, (e.g. actual retail operations of bookstore, or management positions within the operation), the Contractor shall furnish the UMW Contract Administrator the names, qualifications and experience of their proposed subcontractors. All Contractor's contractors shall be identified to the UMW Police Department while working on UMW campus(es). 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.

B. SMALL BUSINESS CONTRACTING: Except with respect to course materials, Contractor will make reasonable efforts to maximize DSBSD-certified small business participation through a competitive bid process while fulfilling Bookstore operational needs for the University.

C. Contractor shall pay its outside vendors or subcontractors in a timely manner consistent with each vendor's payment terms.

41. **PROCUREMENT MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at http://vascupp.org.

42. **PROHIBITION OF HAZARDOUS MATERIALS:** The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

43. **RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

44. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) one-year successive terms, or as negotiated, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

45. **SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

46. **SECTION HEADINGS:** Section headings are for the convenience of the parties; and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

47. **SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

48. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

49. **TAXES:** Contractor shall be solely responsible for any and all tax obligations imposed upon it under federal, state or local law associated with this contract, including the collection and timely payment of all applicable taxes, as well as those that may be levied after the Effective Date; provided, however, that Contractor shall not be responsible for any property taxes levied on the campus store facilities. The parties understand that sales to the University would be expected to be exempt from state sales tax where the University is deemed to be the purchaser under state or local sales tax law. Sales to the University are normally exempt from state sales tax. Where sales tax is payable, the University shall be liable for such tax and BibliU Campus shall be entitled to collect it. BibliU Campus shall not be responsible for any taxes imposed on the University under applicable law, nor shall it seek reimbursement from the University for taxes imposed solely on BibliU Campus. State sales and use tax certificates of exemption, Form ST-12, will be issued by the University upon request. Notwithstanding the provisions of Section IV above, to the extent permitted by applicable law, the University

shall indemnify the Contractor for all sales taxes, interest and penalties to the extent that these are imposed on the Contractor on any transaction where:

1. Contractor does not collect sales tax at the request of the University
2. Any state taxing authority determines that the purchase by the University was not exempt from sales tax under applicable law, provided that;
   i. Contractor has in good faith relied on a properly completed exemption certificate (Form ST-12 or equivalent) supplied by the University for the relevant transaction(s),
   ii. Contractor promptly notifies the University in writing of any assessment or claim and reasonably cooperates with the University in contesting such assessment or claim provided such cooperation is at no material cost to Contractor,
   iii. University shall have the right to control any discussions, appeals or settlements with the taxing authority, subject to the Contractor's consent (not to be unreasonably withheld or delayed) to any settlement that requires the Contractor to admit wrongdoing or pay amounts not fully indemnified by the University under this clause.

50. **THEFT OR OTHER CRIMINAL BEHAVIOR:** Contractor shall not arrest or prosecute University students, faculty, or staff suspected of theft or other criminal activity without prior consultation with and approval from the University Representative and/or the University's Police department. Contractor is solely responsible for all investigations related to thefts, damages, or losses that occur in the Store, as well as for reimbursement due customers for losses or damages they incur there.

51. **USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

52. **USE OF REGISTERED MARKS, LOGOS and SEALS:** The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. Each party shall use the marks of the other party only in connection with its performance under this Agreement, provided, however, Contractor may use University's name in any of its required public filings. The University shall grant to Contractor the right to sell University-licensed products and use the University's name, seals and logos; however, the right is not exclusive. Contractor understands and accepts that the University's trademarks are owned solely and exclusively by the University, and Contractor agrees to use such trademarks only in the form and manner and with the appropriate legends as prescribed by the University. All use of trademarks shall inure to the benefit of the University. (ref. https://adminfinance.umw.edu/business-services/licensing/)

53. **WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.

A. Damages and Losses: Contractor shall be financially responsible for any loss or damage to property owned by the University or others that is in Contractor's possession or control, or is caused by Contractor or its employees or agents in the course and scope of their employment.

54. <u>WORK SITE USE:</u> The Contractor expressly undertakes, either directly or through its subcontractors:

A. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.

B. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.

C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

D. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.

E. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.

F. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

METHOD OF PAYMENT/PAYMENT TERMS: The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. <u>University Charge Card:</u> At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. <u>Virtual Payables</u> through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. <u>Check or ACH:</u> Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

CONTRACT EXHIBITS:

A. Original RFP Solicitation – RFP 25-1828: Campus Store Operations *dated 2.7.25*
B. RFP Addendum 1 *dated 2.28.25*
C. RFP Addendum 2 *dated 3.6.25*
D. VHEPC PAC Agreement
E. Vendor Proposal *dated 3.10.25*

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

	BIBLIU CAMPUS, INC.		**UNIVERSITY OF MARY WASHINGTON**
Signature:	Signed by: Carli Tegtmeier CBFE1170D2E34DB...	Signature:	Signed by: Melva A. H. Kishpaugh A6E7F1A3F33247A...
Printed Name:	Carli Tegtmeier	Printed Name:	Melva A. H. Kishpaugh
Title:	CRO	Title:	Director, Procurement Services & CPO
Date:	5/6/2026	Date:	5/6/2026
Phone:	8,019,716,261.00		
Email:	carli.tegtmeier@bibliu.com		

Exhibit A

University *of* Mary Washington

Request for Proposal

RFP 25-1828

Campus Store Operations

February 7, 2025

https://vascupp.org/

https://vhepc.org

A VASCUPP™ and VHEPC Member Institution

Issued by Procurement Services

Fredericksburg, Virginia

University of Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	February 7, 2025
RFP NUMBER & TITLE:	RFP 25-1828; Campus Store Operations
PROPOSAL DUE DATE & TIME:	March 10, 2025 by 2:00 PM NOTE: Proposals received after the due date and time cannot be accepted.
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services /Reference RFP 25-1828 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401
WORK LOCATION:	☐ All Campuses ☒ Fredericksburg ☐ Stafford ☐ Dahlgren
COMMODITY CODE(S):	20454, 71512, 71583, 71588, 78570, 92471
PRE-PROPOSAL CONFERENCE:	☒ Optional ☐ Mandatory ☐ N/A **DATE & TIME:** February 18, 2025; 10:00 AM
PRE-PROPOSAL LOCATION:	1125 Emancipation Hwy., Fredericksburg, VA 22401 – Suite 480 Conference Room or Zoom (a link will be provided upon registration)
CONTRACT OFFICER:	Lindsay Fare **PHONE:** 540-654-1057 **EMAIL:** lfare@umw.edu
PERIOD OF CONTRACT:	Date of Award through June 30, 2031, with five (5) one-year renewal options or as negotiated.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: ______________________________

Address of Offering Firm: ______________________________

DSBSD Certification No.: ______________________ Expiration Date: ______________

eVA ID: ______________________________ Tax ID: ______________

Email: ______________________________ Telephone: ______________

Website: ______________________________ Fax: ______________

Submitted By (Print Name & Title): ______________________________

Signature (In Ink): ______________________________ Date: ______________

SEALED REQUEST FOR PROPOSALS (RFP)

I. QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the Contract Officer listed above, referencing the RFP by title and number. No questions will be accepted after **2:00 PM** on **February 25, 2025.**

II. PRE-PROPOSAL CONFERENCE: An **optional** pre-proposal conference will be held on **Tuesday, February 18, 2025 at 10:00 AM** in the **Suite 480 Conference Room, located at 1125 Emancipation Hwy., Fredericksburg, VA 22401**. A Zoom link will be provided to those who are unable to attend in person. Please email Lindsay Fare at lfare@umw.edu or call 540-654-1057 to RSVP. See Pre-Proposal Conference clause in the Special Terms and Conditions.

a. No attendee will be permitted access to the conference after **10:00 AM**.
b. Bring a copy of the RFP with you to the conference.
c. Parking is available to visitors who plan to attend in person in designated locations which can be found on the UMW campus map here: http://www.umw.edu/visitors/
**Please allow yourself extra time for parking as it can be difficult to find a space if the parking garage is not utilized.*

III. PROPOSAL RECEIPT REQUIREMENTS: Sealed Proposals for furnishing the services described herein may be submitted electronically via eVA **OR** physically delivered to the Contract Officer on Page 1.

A. **Electronic Online Response via eVA:**

1. The Offeror may submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).
**If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*

B. **Physically delivered to the Contract Officer:**

1. Sealed Proposals must reach the Proposal Delivery Address shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. It is the responsibility of the offeror to ensure that the proposal is received on time.

2. The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal. This will need to be done if the offeror intends to physically drop off their proposal instead of submitting electronically or mailing it.

3. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP. RFP 25-1828 should be referenced on the front of the package. One electronic copy of the proposal shall also be provided on a USB flash drive.

4. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.

5. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.

C. Eligibility of Award: To be eligible for contract award an Offeror must be self-registered in the Commonwealth of Virginia e-procurement system (eVA). If you are not registered, the link to the registration is provided as follows: https://eva.virginia.gov/register-now.html

D. The issuance of this solicitation does not guarantee an award of a contract.

IV. ADDENDA: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: http://www.eva.virginia.gov. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

A. If this RFP is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged and effective.

B. Firms shall acknowledge receipt of any addendum to this RFP by signing and returning the addendum or by other written means of acknowledgement.

V. INCLEMENT WEATHER/SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.

VI. PUBLIC RELEASE OF INFORMATION: UMW utilizes a Public Contracts Portal (Cobblestone) https://umw.cobblestonesystems.com/public/ for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal https://vascupp.org/contracts will be used to house relevant procurement documents, including winning offeror's proposal.

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

TABLE OF CONTENTS

I. PURPOSE 5

II. ORGANIZATIONAL OVERVIEW 5

III. BACKGROUND 6

IV. CONTRACT PARTICIPATION (COOPERATIVE CONTRACT) 7

V. SMALL, WOMAN-OWNED, AND MINORITY-OWNED (SWAM) PARTICIPATION 8

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS 8

VII. STATEMENT OF NEEDS 10

VIII. CONTRACT ADMINISTRATION 25

IX. EVALUATION AND AWARD CRITERIA 25

X. PROCUREMENT SCHEDULE 25

XI. GENERAL TERMS AND CONDITIONS 26

XII. SPECIAL TERMS AND CONDITIONS 26

METHOD OF PAYMENT 39

ATTACHMENTS

A. SAMPLE OF UMW STANDARD CONTRACT FORM

B. SAMPLE OF VHEPC PAC AGREEMENT

C. SAMPLE OF UMW HOSTED TECHNOLOGY SERVICES ADDENDUM (HTSA)

D. UMW CAMPUS STORE – CURRENT FLOOR PLAN

E. VASCUPP ZONE MAP

F. SMALL BUSINESS SUBCONTRACTING PLAN (MUST BE SUBMITTED W/ PROPOSAL)

G. PROPOSAL SUBMISSION CHECKLIST

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

This Request for Proposal (RFP) is being issued by the University of Mary Washington ('UMW' or 'the University'), on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). The intent and purpose of this RFP is to solicit sealed proposals from qualified sources to establish a multi-year contract through competitive negotiations with one or more qualified firms to provide Campus Store Operations as outlined herein to the Fredericksburg Campus of the University of Mary Washington, an agency of the Commonwealth of Virginia. It is intended for the resulting contract(s) to include cooperative language for the benefit of all public bodies and other entities referenced herein.

Founded in 2014, the VHEPC leverages collective buying power to create efficiency and value for its member institutions. Guided by strategic sourcing principles and grounded in data analytics, VHEPC drives development of cooperative contracts and provide a forum for schools to share learnings and best practices. By design, the VHEPC aims to facilitate opportunities for small-, minority-, woman-, and veteran-owned businesses in the procurement marketplace.

Membership includes 14 of Virginia's senior public higher education institutions, the Virginia Association of State College and University Purchasing Professionals (VASCUPP) Board of Directors, and the Virginia Community College System (VCCS), which represents 23 schools across the state. While VHEPC and VASCUPP are separate organizations, they have a collaborative relationship that generates procurement advantages for the schools they dually support. The Consortium is governed by a leadership council with representation from member doctoral institutions, four- and two-year institutions, and the community college system.

A technical advisory committee composed of procurement professionals from member schools serves to target opportunities for cooperative sourcing. And dedicated resources (employed by their host institution, the University of Virginia) work on behalf of their members to provide strategic and analytical direction and contract administration.

The value created through their aggregate spend is also value they share with the greater procurement community. Their publicly accessible contracts are available for use by any agency, public or private.

Additional VASCUPP and VHEPC member institutions are included in the solicitation process for future awareness and opportunities should any institution make a business decision to access this cooperative VHEPC contract at any time.

The initial contract shall be for five (5) years, with an option to renew for five (5) additional one-year periods. UMW reserves the right to negotiate an alternative term or renewal period at its discretion, subject to mutual written agreement by both parties.

II. ORGANIZATION OVERVIEW:

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and

Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: http://www.umw.edu/about/.

III. BACKGROUND:

The current University of Mary Washington Campus Store provides course materials, reference materials, general reading books, and other supplies needed and/or requested by students, faculty and support staff in pursuit of the University's educational mission. The Campus Store also promotes the image of the institution and fosters a sense of loyalty and school spirit through the sales of insignia merchandise and other memorabilia to the university community, alumni, and the public. The Campus Store is a service-oriented operation and is sensitive to the needs of the university community while operating in a fiscally sound manner.

Since 2019, the University of Mary Washington has contracted the services of Barnes & Noble College Booksellers, LLC for Bookstore and Retail Operations as a result of the prior solicitation. Information regarding the current contract may be found here:
Cobblestone Public Contract Portal – UMW 18-797

A. Campus Store Location: 1301 College Avenue, Lee Hall 3rd floor, Fredericksburg, VA 22401. Lee Hall also houses Academic Services, Financial Aid, and Admissions, EagleOne Card and Parking Services. Lee Hall is located on Campus Walk near the center of campus, and across from the Cedric Rucker University Center, an accessible location to students and the community, which houses dining, offices and student spaces.

B. Gross Sales: Sales for the period of July 1, 2023 through June 30, 2024 are as follows:

Merchandise Division	Gross Sales
Digital Books	$ 491,073
New Textbooks	$ 154,136
Textbook Rentals	$ 134,196
Trade Books	$ 14,648
Used Books	$ 64,567
Total Book Merchandise	$ 858,620
Convenience	$ 23,833
Computer Products	$ 27,063
Emblematic Clothing & Gift	$ 355,427
Other	$ 122,463
School Supplies	$ 60,112
Total General Merchandise	$ 588,898
Other Revenue	$ 17,246
Total Gross Sales	$ 1,464,764

C. Revenue for the previous four contract years are as follows:

		Fall FTE	
Contract Year (FY20 – FY23)	Revenue	UG	Grad
July 1, 2019 – June 30, 2020	$ 1,629,552	3,703.47	192.50
July 1, 2020 – June 30, 2021	$ 1,240,040	3,274.20	193.92
July 1, 2021 – June 30, 2022	$ 1,363,747	3,112.27	170.75
July 1, 2022 – June 30, 2023	$ 1,530,546	3,196.67	108.33

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

D. The University utilizes Ellucian's "Banner" product as its Enterprise Resource Planning system (ERP). The Contractor must be able and prepared to interface its systems with Banner to the extent necessary to provide the best service possible. Costs for such are the sole responsibility of the firm.

E. The Campus Store is the repository for course material listings in keeping with the Higher Education Opportunity Act.

F. The EagleOne Card is issued to all members of the University Community and is the official identification card of University of Mary Washington. It is a key to access, meal plans, libraries, the Fitness Center, and the EagleOne debit account.

G. Canvas is the Learning Management System used by the University of Mary Washington

The University will not guarantee any particular usage amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf). This RFP is being issued by the University on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC"), which includes all members from the Virginia Association of State College and University Purchasing Professionals ("VASCUPP"). Reference the VASCUPP Zone Map in Attachment E. It is the intent of this RFP and resulting contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the Contractor.

B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract 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.

C. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.

D. UMW 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 UMW 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.

E. Use of this contract does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to 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 firms to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities. UMW has established a goal of 42% SWaM expenditures, which includes a 15% aspirational goal for expenditures with women and minority-owned businesses. The most competitive suppliers will have SWaM utilization plans that support UMW's supplier diversity commitment.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - The University reserves the right to:
   - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
   - waive minor informalities,
   - issue a lowered evaluation of the proposal for failure to submit all information requested,
   - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

   Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act "FOIA" requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

   If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:
   - invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing,** stating the reasons why protection is necessary, and
   - submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

   The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide 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. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*

4. Number of Proposals Required:
   a. If submitting an electronic response via eVA: One (1) original electronic version of the proposal is required and one (1) separate electronic version clearly marked redacted copy must be submitted if required by vendor.
   b. If delivering in person **OR** mailing: One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.

5. Proposal Formatting and Content: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
   - Prepared simply and economically, with the ability to be recycled
   - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
   - Dual-side printed where practical
   - Bound in a single volume where practical
   - Straightforward and concise

6. Limited Contact: 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 UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:

1. Overview:
   a. State the Firm's legal entity name and headquarters address.
   b. Provide Firm's W9 or at minimum tax identification number (TIN)
   c. Provide the name, title, address, telephone number, and email of the individual who will act as the Firm's designated representative for purposes of this RFP.

2. Introduction:
   Provide an introduction of the Firm and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where UMW work will be performed and any other information of an introductory nature.

3. Qualifications of the Firm:
   Describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by UMW.

4. Qualification of the Staff:
   Identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

5. Work Plan:
   The Work Plan must contain a comprehensive description of the goods and/or services including the following elements:
   a. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Firms must describe how the services listed in the Statement of Needs shall be performed.
   b. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
   c. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
   d. Outcomes and Performance Measurement – Describe the impacts/outcomes Firms intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
   e. Overall Risk – Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).

6. Complete and Return Attachment F: Small Business Subcontracting Plan.

7. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.

8. Any other information the Offeror believes will help the University evaluate its proposal.

   Please review the Proposal Submission Checklist attached to this RFP prior to submission.

VII. STATEMENT OF NEEDS:

A. University Campus Store Overview:

The University currently partners with Barnes & Noble College Booksellers, LLC (B&N) to manage course materials and general merchandise. The physical store is located near the center of the campus on the 3rd floor of Lee Hall. Current retail space is 7,360 SF. The current retail footprint may be reduced in order to optimize retail space and to co-locate complimentary services. If proposal includes a physical store, provide the optimal square footage the proposal requires.

B. Program Objectives:

This section describes the University's requested goods and/or services and outlines the areas to be addressed in proposers' submissions. The University invites proposals from highly qualified Firms to provide comprehensive management services for its retail operations. We are open to receiving proposals that cover both merchandise and course material services combined or proposals that focus solely on one of these areas, merchandise OR course materials. Proposals may include offerings online, on site, or a combination of both.

1. Flexibility in Proposals: Proposers may submit for managing both merchandise and course material services together, or they may choose to bid on only one of the services. The University will evaluate separate and combined bids on their merits and may award contracts for each service separately or as a combined service depending on which approach best meets the University community's needs and standards of quality and efficiency.

   The primary aim is to partner with a Firm or Firms that can elevate the University's retail offerings while prioritizing customer satisfaction and student needs. Firms bidding on separate services are expected to demonstrate their willingness and capability to work cooperatively with other service providers, should different firms be selected for merchandise and course materials services.

   Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by the University.

2. The Firm will be expected to meet the following refined objectives:
   a. Enhanced Merchandise and Services: Supply a wide assortment of high-quality academic and retail products, including course materials (both physical and digital), supplies, literature, and fashionable "soft goods" featuring University branding, designed to cater to the unique preferences of each campus community.

   b. Affordability and Student Satisfaction: Commit to affordability in course materials and "soft goods" in order to enhance the overall student experience with the campus store, aiming for high satisfaction rates through cost-effective strategies, high quality products, and excellent service.

   c. Transparency and Academic Collaboration: Increase operational transparency, especially regarding sales, and streamline the process for faculty to integrate campus store resources into their curriculum, enhancing academic support and compliance.

   d. Financial Contribution and Community Engagement: Provide tangible financial benefits back to the University through efficient operations and actively participate in the academic, cultural, and social fabric of the University, including supporting initiatives like course materials or other academic scholarships to foster an inclusive educational environment.

   e. Sustainability: Operations will align with UMW Sustainability mission, goals and initiatives.

The University's goal is to customize services and products to precisely fit the needs of our diverse campus communities, ensuring that the campus store becomes a cornerstone of student life and learning at the University, with operations supporting the University's branding initiatives.

C. General:

1. Strategies

   Describe how your organization plans to adapt to the changing landscape of campus store retail, focusing on innovation and responsiveness to market trends. Highlight strategies to engage both the university community and the broader market, ensuring your approach aligns with evolving consumer preferences.

2. Hours of Operation
   a. The Firm shall operate the campus store on a 12-month basis, with holidays subject to the University's academic calendar, found at https://academics.umw.edu/calendar/. The University reserves the right, upon consultation with the Firm, to establish or change the service hours, plans or other methods of operation of the campus store.
   b. Propose regular operating hours for the course materials and general merchandise store(s). Describe the Firm's policy for establishing and modifying operating hours.
   c. The Firm should enhance sales by actively participating in and supporting various special campus events. The Firm shall participate in the following events, at minimum: Move-In, Welcome Week, New Student Orientation, Commencement, Grad Fair, Great Lives, Homecoming, Reunion, Open House, Sporting Events in coordination with UMW Athletics, Honors Move-In, coordinated with UMW Honors Department, and any other events that require expanded or extended hours and based upon mutual agreement.
      i. The specific events and their dates may vary and can be found on the University's website.

D. Parking:

1. The Firm shall provide, be responsible for and maintain any vehicles necessary for the performance of this contract. Parking arrangements, permits and fines are the responsibility of the Firm. Information about parking can be found at https://adminfinance.umw.edu/parking/

E. Staffing:

1. Managers
   a. Provide resumes for management candidates.
   b. The Director of Business Services or an appointee shall approve the Campus Store Manager appointed by the Firm.
   c. Any managerial changes shall require prior consultation with and approval from the University.
   d. The Firm can temporarily assign internal Managers in cases of medical or family emergencies or when searching for a new Manager, which must be communicated to the Director of Business Services or an appointee but doesn't require approval.
      i. Temporary Managers can be assigned for a period of up to six months without requiring approval. Beyond six months, continuation of their assignment must be approved by the Director of Business Services or a designated appointee.
   e. The University reserves the right to request the reassignment of any managers, including temporary ones, for reasons determined by the University.

f. Describe how management will foster positive relations with faculty, students, and departments.

2. General Staffing
    a. Outline strategies to ensure adequate staffing during peak periods, and methods to minimize checkout wait times.
    b. Provide an organization chart for each operation, indicating the minimum base crew staff, which represents the lowest staffing level.
    c. Detail incentive compensation guidelines for key personnel to motivate performance.
    d. Explain how the Firm recognizes and rewards employees for exemplary customer service.
    e. Specify the minimum qualifications required for key staff members.
    f. All employees of the Firm shall be the Firm's sole responsibility in terms of salary, benefits and taxes.
    g. All personnel shall be appropriately attired in approved uniform with a visible name tag and University issued ID (UMW EagleOne Card).
        i. Describe the staff dress code requirements.
    h. All personnel shall carry their University issued ID Card (UMW EagleOne Card) at all times while on duty.
    i. UMW EagleOne Cards are non-transferable, meaning each employee shall have their own unique identification card.
    j. The Firm, or their employees, shall pay any fees associated with acquiring or replacing these identification cards. (As of January 2025, the fee is $20.00 per card. This rate shall be subject to change.)
    k. The Firm shall notify the Contract Administrator by e-mail on the day of any employee beginning or removal from service for this Contract.
    l. The identification card (UMW EagleOne Card), UMW keys and parking decal of the departed employee shall be returned to the Contract Administrator no later than three (3) business days, or pursuant to the UMW Contract Administrator's written direction.
    m. Detail training offered to staff, including orientation and customer service.
    n. The Firm shall pay student employees at or above the Commonwealth of Virginia minimum wage.
    o. The University reserves the right to request the reassignment of any employee, including temporary ones, for reasons determined by the University.

3. Internships
   The University seeks to expand opportunities for its students to have training or paid internships. University requests that the Firm cite and describe any training and/or internship programs that the Firm currently offers or plans to offer over the course of the resulting agreement.

F. <u>Customer Service:</u>

1. Provide an in-depth overview of your customer service philosophy, including training programs for staff and any unique service propositions.

2. Explain the methods you will use to evaluate and ensure customer service excellence.

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

3. Detail how you plan to engage with campus stakeholders to understand and meet their needs, ensuring a feedback loop for continuous improvement.

4. Describe customer service capabilities and contact methods for students, faculty, and staff.

5. Include information on digital platforms for order management (in and out of store) and how these platforms enhance the customer experience. Discuss the ability for students to manage their orders online (upgrade, edit, cancel).

G. <u>Assessment:</u>

1. Detail your main approach to conducting customer surveys, including the methods, frequency, tools, and instruments you'll use to gauge customer preferences and satisfaction levels.

2. Firm shall commit to sharing survey results and other relevant performance metrics with UMW Business Services.

3. Describe your formal procedure for addressing complaints, emphasizing how you respond to negative feedback.

4. Outline the specific steps your firm will take to address and resolve any performance issues that may arise during the contract term.

H. <u>Course Materials:</u>

1. General
    a. Elaborate on your comprehensive course material services, emphasizing new, used, and rental physical and digital offerings, and including but not limited to laboratory and art supplies.

2. Describe any other student and faculty academic materials and services you offer.
    a. Discuss your approach to custom publishing and course packs.
    b. Describe how you will support the University's compliance requirement with the Higher Education Opportunity Act (HEOA) of 2008 Section 133; specifically explain your role in tracking and reporting these requirements on behalf of the University.
    c. How will you integrate registration of the semester with course materials purchases?
    d. How do faculty register course materials adoptions for their classes?
        i. Confirm that the list of adopted materials will be provided to UMW Simpson Library staff for each semester and summer term.
    e. How many publishers do you distribute and manage electronic code delivery for: McGraw, Cengage, Pearson, Elsevier, Wiley, Others?
    f. Describe your firm's sources and distribution methods for new, used and digital materials.

3. Pricing
    a. Explain your strategies for reducing financial burdens associated with course materials costs, such as rental programs, used books, digital materials, and OER.

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

i. Detail your comprehensive pricing strategy for new, used, rental, and digital course materials/course materials, ensuring a diverse range of affordable options for students.
ii. Explain how your pricing model aligns with the University's mission to minimize the financial burden of course materials on students, highlighting any innovative approaches to cost reduction or pricing caps to ensure affordability.
iii. Describe if your platform supports dynamic pricing and allows students to compare course materials prices across multiple vendors within a single interface, including information on the range of competitors' prices displayed. Confirm length of time within each semester and term that dynamic pricing is available for student use.
iv. Clarify the scope and criteria of your price match policy (if applicable), detailing any restrictions or conditions that apply, ensuring transparency in how students can benefit.
v. Discuss any available bundling packages that combine course materials at a reduced cost, outlining how these packages are developed and customized for specific courses or programs.
vi. Share experiences of past collaborations with academic libraries or other institutions on initiatives aimed at reducing course materials costs, such as course materials reserve programs or the adoption of open educational resources (OER) and/or low-cost materials, including outcomes and impacts of these efforts. Confirm that OER and/or low-cost materials shall be available for adoption and visible to students when materials are adopted.

4. Ordering, Buyback, Shipping, Delivery
   a. Outline your comprehensive buyback policy or program for purchasing used books from students, detailing the process, any associated costs, and pricing methodology for buyback materials to ensure transparency and fairness.
   b. Describe the available offline ordering options for students, ensuring accessibility for all, regardless of their internet access.
   c. Explain how your service adapts to meet the needs of both campus-based and remote students, highlighting any specific strategies to ensure equitable access to materials.
   d. Detail protocols for communicating with students, faculty, and staff instances of order delays, emphasizing timely and clear communication channels to manage expectations effectively.
   e. Describe the on-campus pickup options for online orders, providing convenience and flexibility for students to receive their materials.
   f. Provide a detailed account of your delivery process for online orders, including any associated costs.
   g. Explain your approach to delivering digital/electronic course materials, including integration with Canvas (UMW’s LMS), to enhance the learning experience through seamless access to resources.
      i. Confirm whether you offer Canvas integration, streamlining the process for students and faculty to access materials directly through the learning management system.

5. Faculty Adoption

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

a. Outline your procedure to guarantee that all course materials—whether required, recommended, or suggested—are accessible on time and in adequate quantities. Highlight how your system tracks and manages inventory to meet the course needs each semester.
b. Detail the resources and support systems in place to assist faculty and staff in the adoption process. Describe how these tools facilitate informed decisions and streamline the selection of course materials.
c. Clarify whether faculty have the capability to compare prices for course materials and other materials across various publishers and ISBNs through your service. If so, provide an explanation of how this feature is implemented and accessed.
d. Describe the analytical tools and reporting features available through your online system. Include how these capabilities can assist in adoption decisions, track material usage, and analyze spending trends over time.
   i. Confirm whether or not OER and/or low-cost materials are available for adoption. If so, describe the adoption process.
   ii. Confirm whether UMW staff would have access to the adoption portal and the ability to run reports including but not limited to adoption lists by semester and term. Confirm whether or not available reports are in real time, making the most current information available to UMW staff with access, and whether or not historical information is also available.

6. Academic, Scholarly, and Trade Books
   a. Outline the methodologies you employ to market and promote publications authored by the University's faculty, alumni, and community authors. Highlight how you plan to leverage these connections to enhance visibility and engagement within and beyond the University community.
   b. Detail the criteria and process for selecting trade books that resonate with the interests and needs of the UMW Community. Describe how you ensure a diverse and relevant selection that appeals to the academic and cultural fabric of the university.
   c. How would you define special orders and how would you accommodate these requests?
   d. Describe any other academic, scholarly, and trade book services you offer.

I. <u>Technology:</u>

1. Technology Standards
   The successful bidder acknowledges and agrees to the following standards regarding all software or technology solutions that interact with UMW Data:
   a. CIO Review & Approval: Any software or technology solution that uses, stores, or interacts with UMW data must undergo and pass a review by UMW's CIO before implementation. The bidder shall submit all necessary documentation, including impact assessments and data classification details, for the CIO's evaluation.
   b. Compliance: No technology solution shall be deployed without explicit written approval from UMW's CIO, ensuring adherence to UMW's security, accessibility, and operational standards.
   c. Documentation:
      i. A current VPAT (Voluntary Product Accessibility Template) should be included with the RFP response to verify compliance with accessibility standards.

    ii. The Vendor's own SOC 2 Type II report by an independent third-party auditor to ensure service providers securely protect the data and interests of the institution, not the hosting provider, such as AWS or Azure, etc.

2. Innovation
   a. Detail your dedication to the continuous investment in new technologies and the development of innovative products and services. Explain how you proactively anticipate and adapt to market changes to meet the evolving needs of the academic community.

3. Website/Online Presence
   a. Describe the functionalities and user experience offered by the UMW Campus Store's website. Specify the following capabilities:
      i. Customization: The ability to embed tailored messages and create personalized web pages for sports teams (Athletics), student organizations, and other campus groups and track sales specific to each personalized website.
      ii. Inventory Management: Real-time advisement on stock availability to keep users informed.
      iii. Order Processing: Display of estimated delivery times, comprehensive customer support details, and prompt order acknowledgments.

4. Point of Sale (POS) System Requirements
   The Firm shall ensure that all Point of Sale (POS) systems meet UMW's security and operational requirements by adhering to the following conditions:
   a. Payment Processing
      i. The Firm must contract with a payment processing entity of its choosing to process customer payments. This process must comply with UMW's security standards.
      ii. Required documents include the most recent AOC (Attestation of Compliance) and HTSA (High-Level Threat Security Assessment), both included in the RFP response.
   b. Equipment & Network Responsibility
      i. The Firm is responsible for providing all POS equipment necessary for sales and services, both online and in physical locations.
      ii. The Firm must provide its own network connection for POS operations.
   c. Security Compliance
      i. The Firm must ensure that its payment processing entity and other business partners undergo regular data security assessments.
      ii. An Attestation of Compliance must be provided to UMW annually or upon request by UMW's CIO.
   d. Merchant Identification
      i. The Firm must use its own merchant identification number(s) when processing payments at physical and online campus store locations.
   e. Business Partner Standards
      i. The Firm must ensure that all business partners use industry-standard and up-to-date security tools and technologies, such as anti-virus protections and intrusion detection methods. The Firm's business partners must meet or exceed the Firm's own standards for handling sensitive data.

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

5. Innovation and Adaptability

   The Firm must demonstrate its commitment to innovation and continuous investment in new technologies by addressing the following:

   a. Technology Investment
      i. The Firm should detail its dedication to the development of new products and services that meet the needs of UMW and the academic community. This includes anticipating and adapting to market changes and technological advances.
   b. Innovation Strategy
      i. Provide an explanation of how the Firm proactively develops technology solutions to align with the evolving needs of the academic sector.

J. <u>Payment Options:</u>

List the payment options that your firm offers both in-store and online. Required tenders for a physical and/or an online store include but are not limited to credit card, Financial Aid, Departmental Charges, UMW EagleOne Card, and Gift cards.

1. Refunds
   a. Propose a refund policy for each business segment.

2. Promotional Offers: The Firm should promptly extend any special educational or promotional discounts to the University, including the duration of such offers.

K. <u>General Merchandise:</u>

1. The University is looking for a Firm that can offer a selection of "soft goods" such as, but not limited to office and art supplies, University emblematic apparel and memorabilia, and such other related goods. Provide examples of "soft goods" proposed for UMW's general merchandise store.

2. The Firm shall only purchase emblematic goods bearing the University name, marks, and logos from licensed vendors. The Firm's vendors shall have approval from the University through its Licensing Office before using the University marks on merchandise. The University will grant the Firm the right to sell approved University licensed products; however, the right is not exclusive and is subject to the payment by licensed vendors of established license fees.
   a. Describe how your Firm will work with UMW Licensing to establish and maintain a workflow to ensure all products bearing the University name, marks and logos have been approved prior to being placed on the sales floor or website for resale.

3. Outline your overarching philosophy regarding merchandising and explain how this philosophy influences the choice of merchandise, ensuring it meets the university community's needs and expectations.
   a. Detail how your merchandising approach affects pricing, with a focus on making items affordable for the university community while maintaining quality.
   b. Include any market research efforts and how you work with the University to determine new purchases or phase out expired merchandise.
   c. Define what affordable would look like as it relates to both men's and women's apparel and the percentage of affordable items you would propose having in the store/website.
   d. Describe any measures in place to balance quality with cost-effectiveness.

e. How will you ensure that your merchandise prices are competitive in the local area?
    i. The University desires a market basket comparison for pricing comparison on mutually agreed upon selected items with nearby competitors at least once a year.

4. What school spirit and emblematic merchandise do you typically offer?
    a. Clarify the process for choosing merchandise to be offered, particularly school spirit and emblematic items.
    b. Explain how brands are selected, ensuring they align with the university's values and appeal.

5. The University shall have the right to recommend merchandise to be sold in the Campus Store and to request the removal of merchandise for sale in the Campus Store which the University considers offensive, inappropriate, or an inadequate representation of the UMW brand.

6. Special and One-Time Event Merchandise Collaboration: The University is interested in introducing special, one-time merchandise for occasional events and seeks to understand your experience and approach in facilitating such collaborations.
    a. Please describe your capacity and willingness to work with the University in creating unique, one-time merchandise for special events. Highlight how you accommodate these distinctive requests while ensuring timely delivery and quality. List all qualifying circumstances, such as order minimums.
    b. Share examples of how you have successfully collaborated with other universities to design and deliver special or one-time event merchandise.

7. The University desires flexibility to utilize local vendors for production of UMW emblematic merchandise. The University also desires to collaborate with local retail outlets to promote University gear in the stores. Please describe your capacity and willingness to work with the University in partnering with local vendors.

8. Describe how your Firm would approach limited release merchandise, and provide examples of instances where your firm maintains such merchandise.

9. Describe other general products you will offer in each store.

L. <u>Athletic Merchandise:</u>

1. Describe your Firm’s ability to sell quality UMW Athletic merchandise in the physical and/or online store/platform, ensuring all sports are represented at all times, and that Athletic merchandise accurately reflects the style, branding and logos used by the UMW Athletic Department. Describe the Firm’s ability to coordinate with the University’s Athletic and other departments to jointly market and sell soft goods, if requested by the University department(s).

2. Please describe the Firm’s experience with Name, Image, and Likeness (NIL) regulations and initiatives. This should include specific examples of how they have supported university athletic departments in managing NIL compliance, opportunities, and challenges. The bidder should also outline their approach to assisting UMW’s Athletic Department in optimizing NIL opportunities for student-athletes, ensuring compliance with NCAA regulations, and integrating NIL strategies into the broader athletic and academic programs.

3. Describe how your firm would collaborate with Athletics to execute team fundraising initiatives through online UMW Athletic apparel sales.

M. Graduation Regalia:

1. The sale of class rings, jewelry, announcements and academic regalia shall be subject to the terms and conditions of UMW's separate agreements. However, the campus store firm shall support the graduation activity as requested. In the case of a physical general merchandise store, this shall include the sale of graduation regalia by the campus store and may include allowing the sale of other graduation items in the campus store space and providing sales and storage space as requested. Responsibilities also include, but are not limited to organizing and facilitating Grad Fair events, and providing a seamless experience for graduates.

N. Marketing, Advertising and Promotions:

1. Detail the marketing, advertising, and promotional strategies you plan to implement to effectively reach and engage students, faculty, staff, and other university community members. Describe how these strategies will be tailored to the unique needs and interests of the university constituent. Note that UMW broadcast communications are not utilized for marketing purposes.

2. Provide an overview of the types of events your Firm typically organizes throughout the academic year. Highlight how these events contribute to the campus community and foster engagement with the campus store.

3. Discuss the methods you will use to enhance the campus store's visibility and ensure it becomes an integral part of campus life. Include plans for collaboration with various campus entities and participation in campus activities.

4. Detail how you plan to partner with University Athletics, Alumni Association, Student Government Association, Admissions, and other campus organizations to ensure the Campus Store has a presence at university events and effectively markets its merchandise.

5. Share specific strategies designed to attract students, families and alumni on your website and/or physical store locations. Emphasize how these strategies will enhance the shopping experience and meet the needs of the university community.

6. Pop Up Events: Firm should be prepared to have a presence at Pop Up Events identified by University to promote the University's mission and to support specified events.
    a. Pop-up locations should also be included in the Firm's retail strategy for Admissions, Alumni and Athletic events.

7. Please describe your Firm's ability to provide students, families and visitors an online, on demand retail offering for UMW Athletics.

O. Facilities and Equipment:

1. The University envisions a physical Campus Store not only as a retail space but as a vibrant destination and central hub of activity for students, faculty, staff, prospective students and their families and the broader community. Proposers are encouraged to creatively consider the use and configuration of the available space to maximize its location, making it an inviting and dynamic area for all.

2. Renovation Plan and Budget: If proposing a physical store, include recommendations and cost for a refresh. Proposals should reflect a reduced retail space, providing room for complementary student services. Proposers should present a detailed plan and budget for renovating or updating the campus store throughout the contract duration. Include a timeline for renovations to ensure the campus store remains contemporary and well-maintained, avoiding any dated appearance.

3. The Firm shall be responsible for the proper collection and removal/disposal of all trash, garbage, shipping containers, boxes, skids, etc., from the interior of the campus store facility and deposited in the appropriate disposal container, e.g. trash/garbage in dumpsters, cardboard flattened and deposited in cardboard recycling containers, etc.

4. Floor Maintenance: The Firm shall be responsible for cleaning all flooring at least bi-annually, ensuring floors where applicable have an attractive waxed finish. Carpets must also be clean and in good repair.

5. Cleanliness of Surfaces: Walls, ceilings, windows, and vents shall be kept clean, free of dirt, dust, and grease. Display and entrance windows and doors shall be cleaned by the Firm.

6. Comprehensive Cleaning Schedule: The Firm shall perform thorough cleaning of all facilities at the end of each semester, including the summer, and during University scheduled breaks. This includes walls, fixtures, furniture, hallways, stairs, the receiving dock, offices, rugs, storage rooms, and equipment.

7. Loading Dock: The loading dock area shall be maintained clean and free from debris at all times.

P. Financials:

1. Financial Terms
    a. Sales and Commission Payment Structure: Firm shall present a detailed Sales and Commission payment tier matrix applicable throughout the contract, including any renewals or extensions, to outline the basis for commission payments. Matrix must include, at minimum, sales category, sales volume per category and/or in total, % commission and total commission per category.
    b. Payment Schedule: The agreed-upon Sales and Commission payment tier schedule shall serve as the standard methodology for calculating and executing timely commission payments to the university.
    c. Reporting and Payment Deadlines: All financial and sales reports, alongside corresponding commission payments, shall be submitted by the 10th day of the month following the reporting period. In cases of late submission, the university reserves the right to impose a late fee up to $100 per day. If the due date falls on a weekend or public holiday, the deadline extends to the next business day. Financial and sales reports submitted shall be final and not preliminary or estimated.

d. Fiscal Year Definition: The University's fiscal year is defined from July 1 to June 30, with financial reporting conducted on a monthly basis. Any contract period beginning before the start of a full fiscal year shall be adjusted on a prorated basis.
e. Fiscal Reporting Alignment: The Firm's fiscal reporting period shall align with the University's fiscal year. Monthly reporting shall cover data from the first to the last day of each calendar month.
f. Tax Obligations: The Firm is solely responsible for all tax obligations related to this contract.
g. Sales and Tax Reports: Upon request, the Firm must provide copies of all required sales and tax reports that detail sales, revenues, and taxes generated at the University.
h. Operating Costs: The Firm shall pay all operating costs for providing the contracted goods/services, except for specific costs outlined by the University (University's Responsibilities) in the RFP or the negotiated contract.
    i. The University's Responsibilities consist of:
        a. Electricity
        b. General building maintenance (HVAC, Mechanical, Ceiling tiles from leaks, etc.)
        c. Heating and air conditioning
        d. Smoke/heat alarms
        e. Natural gas, steam
        f. Water, sewer
        g. Trash removal (from the University's designated point)
        h. Fire safety inspections
        i. Utility Services: The University commits to maintaining utilities to its best ability but shall not be liable for losses due to outages.

2. Sales, Reporting and Commission Terms
    a. Net Sales Reporting: All net sales (gross sales minus taxes), including but not limited to cash, check, internal transfers, gift card redemption and debit/credit card, and financial aid shall be recorded as revenues on financial reports at retail values.
    b. Commission Computation: Commissions shall be computed on net sales.
    c. Commission Payments: Commissions shall be paid to the University in the period they were earned and charged, and not upon collection date. The Firm shall not be reimbursed for commissions paid on uncollected amounts. Uncollectable amounts shall be the responsibility of the Firm.
    d. Commission Payments shall be accompanied by sales reports showing net sales for each category, total sales, period in which sales were made, and commission calculation.
    e. Monthly Financial Reporting: The Firm shall e-mail a monthly financial operating statement report (Operating Statement) in spreadsheet format to the University by the 10th of each calendar month. Proposal must include a sample Profit and Loss statement that would be provided to the Contract Administrator.
    f. Any operating statements requiring adjustments because of a review audit shall be reflected on the next reporting month.
    g. At the end of each semester or term, or upon request of the UMW Contract Administrator, Contractor shall provide:
        i. Average pricing for each available course materials format

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

ii. A current term course materials list that includes the retail price for each title in each of its available formats.

h. Contractor shall provide insights reports annually to the Contract Administrator.
i. Audit Reporting: The University should be informed by the Firm of the schedule of the Firm's audit of the records and operations at the University. The University will have the option to participate in the Firm's audits and shall receive a full audit report of findings regardless of the University participation.
j. Confidentiality and Compliance: All Firm financial reports and their content will be retained, used and treated in strict confidence by the University except as required by the Virginia Freedom of Information Act.

3. The Firm shall submit all reports and payments to:
   a. Reports
      i. Electronic reporting submission addresses will be determined upon contract award.
   b. Payments
      i. Electronic payment submission will be provided upon contract award. Electronic payments must be accompanied by supporting documentation that defines the sales by category, sales period, total sales and calculation of funds earned.

Q. <u>Renovation and Construction:</u>

1. Coordination with University Facilities: The Firm shall coordinate with the University's Facilities Management, through Business Services, for support related to electrical work, construction, lighting, plumbing, and the installation of furniture/fixtures, finishes, inspections, and signage for any proposed changes to the retail space.

2. Design and Construction Capabilities: State whether the Firm is capable of facilitating the design, renovation, and/or construction processes upon request and possess in-house resources to fulfill these needs throughout the contract term.

3. Regulatory Compliance: The Firm shall only utilize firms registered with the Department of Professional and Occupational Regulation (www.dpor.virginia.gov/).

R. <u>Contract Transition:</u>

The University currently has a contract in place for its campus store management. This contract with Barnes & Noble will expire on June 30, 2026. In the event of a new vendor being selected as the campus store vendor, it will be expected that the two parties work collaboratively on a possible early transition.

1. Provide a realistic implementation and transition plan. The schedule should include target dates for staffing, stocking, equipping, all specific roles and responsibilities required for the transition and merchandising the retail facilities, and a detailed project plan for necessary IT integrations. In addition, provide dates for key transition activities such as staff training, system installation, banking arrangements, service agreements, phone installations, etc.

2. In the event of a transition to a new campus store vendor, the successful bidder should make employment offers to the current campus store staff where applicable. The bidder should outline their strategy for

evaluating and integrating the current staff into their operations to maintain continuity and leverage the staff's experience and knowledge.

S. Experience and Qualifications of Firm:

1. Provide a list of four (4) comparable academic institutions or other facilities for which similar goods and services are currently being provided. Include names, addresses, e-mail and phone numbers of the appropriate contact person.

2. State the Firm's capability for enhancing the University's retail program, by identifying the goals and strategies implemented at one site of a similar size and nature to University of Mary Washington.

3. Provide a list of all clients lost within the last three years. Include a contact name and telephone number, the length of service at the account, the reason for the loss. Include clients lost as a result of merger or acquisition.

4. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: https://vascupp.org/members

5. Submit a copy of the company's most recent annual report, most recent filing of Securities and Exchange (SEC) reports (10Q and 10K) and any other written evidence of the company's financial stability. If SEC reports are not filed, include litigation record for prior, current and pending matters in addition to Financial Statements/Balance Sheets for the past two years of operation. Similar data is requested for subcontractors, if applicable.

T. Other Related Goods/Services:

1. Describe other related goods and/or services provided by your firm. Provide information to demonstrate how these goods and/or services could benefit the University and include the associated pricing for the term of the contract. Provide information to address how newly introduced products and services would be offered and included in the contract. Include information on your ability to provide most favored nations pricing.

U. Sustainability:

1. Operations will align with UMW Sustainability mission, goals and initiatives.

2. Describe how you will establish waste reduction and diversion targets, focusing on single-use plastics and other disposables. Please provide information to demonstrate the overall environmental impact of your proposed approach. Include information on your recommendations to reduce the environmental impact and create efficiencies.

V. Exclusive Beverage Agreement:

The University maintains the right to have exclusive agreements. The Firm shall comply with all the agreement's terms and conditions. Currently, the University has an exclusive agreement with Pepsi Bottling Group, LLC. for carbonated and non-carbonated soft drinks; fountain tea; bottled teas, coffees, juices, Isotonic beverages and bottled water. Firm Beverages will be the only beverages sold, distributed, sampled or otherwise made available on the Campus. The following beverages are exempt from exclusivity; (1) non-bottled tap water/filtered water stations, hot chocolate, freshly brewed coffee and tea, fresh squeezed juices, and milk; (2) other beverage products used in a proprietary recipe by restaurants on campus (ingredient(s) from an alternative source will not be advertised). In no event will exempted beverages be advertised on campus.

VIII. CONTRACT ADMINISTRATION:

A. The Director of Business Services or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IX. EVALUATION AND AWARD CRITERIA:

Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Methodology / Approach	20
Value: Customer Service, Cost to Students	20
Suitability of Offerings for intended purpose	15
Financial Proposal	15
Innovation / Technology / Accessibility	15
Qualifications / Experience	10
SWaM Status / Utilization	5
Total	100

X. PROCUREMENT SCHEDULE:

Below is a brief schedule for this solicitation, specifying the critical dates and milestones (subject to change).

Event/Milestone	Date/Date Range
Issue Date of RFP	2/7/2025
Optional Pre-Proposal Conference	2/18/2025
Questions Due	2/25/2025
Proposal Due Date	3/10/2025
Initial Scoring Meeting	3/24/2025 – 3/28/2025
Negotiations	4/7/2025 – 4/11/2025
Contract Negotiations	4/14/2025 – 4/18/2025
Final Scoring Meeting	4/21/2025 – 4/25/2025
Anticipated Contract Award	4/30/2025

XI. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: https://adminfinance.umw.edu/procurement/umw-terms-conditions/

XII. SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the proposal shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the proposal specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

2. **ACCESSIBILITY:** All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of University of Mary Washington shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the most current version of the Web Content Accessibility Guidelines (WCAG). The Vendor/Contractor further warrants that it is committed, and shall remain committed, to promoting and improving accessibility of all its products as specified in UMW's IT Accessibility Policy. https://technology.umw.edu/technology-accessibility/
   A. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Contract Effective Date, as identified by the Vendor/Contractor, or through University testing or assessment, Vendor/Contractor shall use all reasonable efforts to update the Products and Services so as to be in conformance prior to Acceptance by the University.
   B. In the event any issues arise regarding Vendor's/Contractor's compliance with applicable federal or state disability laws, policies and regulations, at any time, during any term of the contract, including all optional renewals, the University may send communications to Vendor/Contractor as specified in the Notices provision of the contract, requesting cure of such noncompliance. The Vendor/Contractor shall respond to these communications within two (2) business days from receipt to the University official identified in the Notices provision of the contract, with a plan, including a timeline for completion, which will bring the contractor back within compliance as required by the contract. This plan shall require University agreement.

3. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

4. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement, the

University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

5. **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.

6. **AWARD – RFP:** 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(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, 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 (Governing Rule §16). Should the University 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, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, 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. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:
    - a separate award of each item,
    - an award of a group of items,
    - an award either in whole or in part,
    - a single award, or
    - a multiple award

7. **BEST and FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO."

8. **BULK DELIVERIES:** To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.

9. **CANCELLATION OF CONTRACT**: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to

receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

10. **CHANGES TO THE CONTRACT**: Changes can be made to the contract by written mutual agreement 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.

11. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others 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 University's written consent and only in accordance with federal law or the Code of Virginia. 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 University 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.

12. **CONTINUITY OF SERVICES:**
    1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
        i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
        ii. To make all University 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 University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
    2. 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.
    3. 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.

13. **CONTRACTOR AND EMPLOYEE REQUIREMENTS – BONDING AND INSURANCE:** Contractor Personnel may have access to sensitive Personally Identifiable Information (PII). The Contractor shall ensure that all contractor personnel given access to, or sent to work on properties of the University of Mary Washington are bonded and insured; copies of which must be provided to the University prior to the first day of work.

a. If the Contractor, under this contract, creates, obtains, transmits, uses, maintains, processes or disposes of the subset of University Data known as Personally Identifiable Information (PII), or financial or business data, the Contractor shall also perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act:
   i. Office of Foreign Assets Control List (OFAC) check
   ii. Bureau of Industry and Security List (BIS) check
   iii. Office of Defense Trade Controls Debarred Persons List (DDTC)

14. **CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by the Subcontractor to the same extent as for any full-time or part-time Contractor staff.
   a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
   b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.
   c. UMW reserves the right to audit a Contractor's background check process at any time.
   d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
   e. Screens shall include:
      i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
      ii. DOJ Sex Offender Search and individual evaluation of results
      iii. County Criminal Search for all identified counties

15. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW 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, UMW reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal. If the modifications 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 (PDF) issued by UMW Procurement Services.

16. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf). This RFP is being issued by the University on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC"), which includes all members from the Virginia Association of State College and University Purchasing Professionals ("VASCUPP"). Reference the VASCUPP Zone Map in Attachment E. It is the intent of this RFP and resulting contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the Contractor.

    Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract 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 provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.

    UMW 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 UMW 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.
    Use of this contract does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

17. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the

type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

18. **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.

19. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

20. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.

21. **DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

22. **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 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 during the performance of the contract.

23. **ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with the identification and procurement of environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the **EPA site**. The various Ecolabels, as identified by the EPA, are provided below:

24. **ELECTRONIC DOCUMENTATION & COMMUNICATION:** When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

25. **ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

26. **EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures*.

27. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

28. **EQUIPMENT ENVIRONMENT:** Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the Offeror's proposal, should any such

requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. *Unless otherwise stated in the solicitation, it will be the University's responsibility to prepare the site at its own expense to meet the environmental specifications provided.*

29. **<u>E-VERIFY PROGRAM:</u> EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2*., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of $50,000 with any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

30. **<u>EXTRA CHARGES PROHIBITED:</u>** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the Contractor for the use of a University charge card for payment of invoices, or any order-associated eVA fees.

31. **<u>FAIR EMPLOYMENT CONTRACTING ACT:</u>** In accordance with **§ 2.2-4200 and § 2.2-4201,** during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.

32. **<u>FISCAL YEAR PROCESSING:</u>** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

33. **<u>FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:</u>** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:

FSC

34. **<u>FRATERNIZATION:</u>** Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

35. **<u>IDENTIFICATION OF BID/PROPOSAL ENVELOPE:</u>** The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the

bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

Name of Offeror		Proposal Due Date & Time
UMW RFP Number		UMW RFP Title
Street #/Name or P.O. Box #		City, State and Zip Code

36. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of 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, services, or equipment in the manner already and permanently described by the contractor on the materials, goods, services or equipment delivered.

37. **INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

38. **INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

39. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

40. **INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the contractor from the premises.

41. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or 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. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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:

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 requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employer's Liability - $100,000.

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.

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).

PROFESSION/SERVICE LIMITS

Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	$1,000,000 per occurrence, $3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical N tors, Physical Therapists, Physical Therapist Assistant Nurses, Pharmacists, Physicians, Podiatrists, Chiropracts, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	$2,150,000 per occurrence, $4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.
Insurance/Risk Management	$1,000,000 per occurrence, $3,000,000 aggregate
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

42. **LATE PROPOSALS:** To be considered for selection, proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.

43. **NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

44. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

45. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University: University of Mary Washington	If to the Contractor: {CONTRACTOR NAME)
Attn.: Procurement Services	Attn:
1301 College Avenue	ADDRESS LINE 1
Fredericksburg, VA 22401	ADDRESS LINE 2

46. **OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

47. **OPTIONAL REDUCED CARBON EMISSION DELIVERY PLAN (RFP):** In addition to standard shipping costs, the Offeror shall also propose an alternative delivery plan that promotes an environmentally friendly approach to reduce carbon emissions. This plan should detail, at a minimum: the type of transportation utilized, the use of local suppliers, applicable fuel types (electric, gas, diesel, etc.), total miles traveled; delivery time variance between the standard and reduced carbon plan; the amount of carbon emissions reduced; and the cost to UMW. The Contractor is encouraged to include other pertinent information to assist UMW with the determination of the best approach.

48. **OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

49. **PREPROPOSAL CONFERENCE – OPTIONAL:** An optional preproposal conference will be held at **10:00 AM** on **February 18, 2025** in the **Suite 480 Conference Room, located at 1125 Emancipation Hwy., Fredericksburg, VA 22401**. A Zoom link will also be provided for those that are unable to attend in person. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

50. **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.

51. **PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at http://vascupp.org.

52. **PROHIBITION OF HAZARDOUS MATERIALS:** The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

53. **RECYCLED CONTENT OF FURNITURE AND FIXTURES:** Furniture and fixtures provided in support of this Contract should consist of a minimum of ____% of recycled materials. A written request for approval to provide furniture and fixtures that do not meet this requirement shall be submitted to the UMW Contract Administrator for approval prior to delivery.

54. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) one-year successive terms, or as negotiated, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
    1. If the University 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 more than the percentage increase/decrease of the Consumer Price Index for all Urban Consumers (CPI-U) 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 University 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 Consumer Price Index for all Urban Consumers (CPI-U) section of the Consumer Price Index of

the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

55. **SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

56. **SECTION HEADINGS:** Section headings are for the convenience of the parties; and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

57. **SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

58. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.

59. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

60. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement 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.

61. **TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence is available for review on the Title IX web page.

1301 College Avenue
Fredericksburg, VA 22401
procure@umw.edu
adminfinance.umw.edu/procurement

62. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid/proposal submission certifies your understanding of the following:
    1. 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.
    2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
    3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.

63. **USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

64. **WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

SUPPLIER ONBOARDING and METHOD OF PAYMENT: *All awarded Contractors must be registered with the University to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
    a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
    b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view http://www.bankofamerica.com/epayablesvendors.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia*.

    NOTE: ACH must be set up in advance prior to submittal of any invoices. https://www.doa.virginia.gov/reference.shtml#edi

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

ATTACHMENT A

University of Mary Washington
Procurement Services

Standard Contract

Contract #
Contract Title

This contract, between CONTRACTOR NAME, hereinafter called the "Contractor", and the Commonwealth of Virginia, University of Mary Washington, called the "University" or "UMW", shall become effective upon [full execution of this document by both parties], [or other date as specified].

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

PERIOD OF CONTRACT: Date of Final Execution through MONTH DAY, YEAR with # NUMBER-year/s renewal options.
OR MONTH DAY, YEAR – MONTH DAY, YEAR with # NUMBER-year/s renewal options.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the "contract documents":

1. This signed Contract;
2. The University's Contractor's Form Addendum dated ____; (if needed)
3. Any addenda and the original solicitation, RFP # XX-XXX, dated ____ to include:
   a. The Statement of Needs
   b. The General Terms and Conditions
   c. The Special Terms and Conditions;
4. UMW Hosted Technology Services Addendum (HTSA) (as necessary)
5. The Contractor's End User/License Agreement "Title of Agreement"; (if needed)
6. The Contractor's proposal dated ___ including all attachments;

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

SCOPE OF SERVICES: The Contractor shall provide the [contract goods/services] services described herein. (To be used when Scope of Services is too cumbersome to include in this contract document)

Or

SCOPE OF SERVICES: The Contractor agrees to provide the following services: (To be used when the Scope of Services can be included in this contract document)

PRICING:

CONTRACT ADMINISTRATION: The [contract administrator title], or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Contract.

SPECIAL TERMS AND CONDITIONS:

ADD (from RFP, Terms Library, as applicable)

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

(may be edited as necessary to reflect specifically how contract payments will be made, if requested by contractor.)

METHOD OF PAYMENT/PAYMENT TERMS: The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any “Check-out fees” imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor’s quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR NAME		**UNIVERSITY OF MARY WASHINGTON**	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	
Phone:			
Email:			

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], ("the University") and [Supplier NAME] ("Supplier").

TERM

The term of this Publicly Accessible Contract ("PAC") shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

   A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement ("Third-Party Access").
   B. Pay the Virginia Higher Education Procurement Consortium ("Consortium") one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
   C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
   D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

II. The University will ensure the Consortium:

   A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
   B. Maintains a Supplier-approved version of the Supplier's logo on the Consortium website.

III. Payment

A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

Note ‘PAC payment’ on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party’s address as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]
Email: [Supplier Email]

ACCEPTANCE

For [Lead Institution]	**For [Supplier]**
______________________	______________________
[Lead Procurement Director] [Lead Job Title]	[Supplier Contact] [Supplier Contact Title]
____________ Date	____________ Date

Agreement #:[Contract-Number]-PAC

ATTACHMENT C

University of Mary Washington
Procurement Services

Hosted Technology Services Addendum

SUPPLIER NAME: ______________________________

SUPPLIER PRODUCT/SOLUTION: ______________________________

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the agreement between the University and the Vendor.

Definitions:

- Agreement: The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- University: "University" or "the University" means University of Mary Washington, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
- University Data: "University Data" is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- Personally Identifiable Information: "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
- Security Breach: "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- Service(s): "Service" or "Services" means any goods or services acquired by the University from the Vendor.

1. **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 these data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

2. **Nonvisual Access To Technology:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

3. **Data Privacy:**
   a. Contractor will use University Data only for the purpose of fulfilling its duties under this 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 this Agreement or as otherwise required by law.

b. University Data will not be stored outside the United States without prior written consent from the University.
c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
    i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. **Data Security:**
    a. 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.
    b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports.
    c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
    d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 of stronger.

5. **Data Authenticity, Integrity and Availability:**
    a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
    b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and\or to the most current backup available.
    c. Contractor will maintain an uptime of 99.99% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. **Employee Qualifications:**
    a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.

7. **Security Breach:**

a. 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.
b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

8. **Requests for Data, Response to Legal Orders or Demands for Data:**
   a. Except as otherwise expressly prohibited by law, Contractor will:
      i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
      ii. consult with the University regarding its response;
      iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
      iv. Upon the University's request, provide the University with a copy of its response.
   b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
   c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. **Data Transfer Upon Termination or Expiration:**
   a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
   b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
   c. 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 and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **Audits:**

a. The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

b. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):

i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;

ii. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and

iii. formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

11. **Compliance:**

a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.

b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under this Agreement that conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.

This Addendum and any other related and attached documents constitute the entire agreement between the parties and may not be waived of modified except by written agreement between the parties.

This Agency does not discriminate against faith-based organizations.

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

CONTRACTOR		**UNIVERSITY OF MARY WASHINGTON**	
SIGNATURE:	____________________	SIGNATURE:	____________________
PRINTED NAME:	____________________	PRINTED NAME:	____________________
TITLE:	____________________	TITLE:	____________________
DATE:	____________________	DATE:	____________________

ATTACHMENT D

3RD FLOOR - UMW CAMPUS STORE

Scale 1/4" = 1'0"

ATTACHMENT E

Zone Map

Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1
George Mason University (Fairfax)

Zone 2
James Madison University (Harrisonburg)

Zone 3
University of Virginia (Charlottesville)

Zone 4
University of Mary Washington (Fredericksburg)

Zone 5
Christopher Newport University (Newport News)
College of William and Mary (Williamsburg)
Norfolk State University (Norfolk)
Old Dominion University (Norfolk)

Zone 6
Virginia Commonwealth University (Richmond)
Virginia State University (Petersburg)

Zone 7
Longwood University (Farmville)

Zone 8
Virginia Military Institute (Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)

Zone 9
University of Virginia - Wise (Wise)

SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at http://sbsd.virginia.gov.

DEFINITIONS:

"Micro Business" means a business that 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.

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification.* (*Code of Virginia*, § 2.2-4310)

"Woman-owned business" means a business that is at least 51% 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% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
(*Code of Virginia*, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals 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% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
(*Code of Virginia*, § 2.2-4310)

Bidder Name: ____

Preparer Name: ____________________________________ **Date:** ___________________

INSTRUCTIONS:

A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT F (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: ______________________________ Expiration Date: ________________________________

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract ($)
				Total Planned Subcontracting Spend ($)	

ATTACHMENT G

RFP 25-1828 Proposal Submission Checklist

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- Optional Pre-Proposal Conference Date: **February 18, 2025** – Conference will be held at **10:00 AM** in the **Suite 480 Conference Room, located at 1125 Emancipation Hwy., Fredericksburg, VA 22401.** A Zoom link will be provided to those who are unable to attend in person. Please email Lindsay Fare at lfare@umw.edu or call 540-654-1057 to RSVP. See Pre-Proposal Conference clause in the Special Terms and Conditions.

- No Questions Accepted after **2:00 PM on February 25, 2025.** All Questions must be directed toward the Procurement Officer for this solicitation. Please email all questions to Lindsay Fare at lfare@umw.edu or call 540-654-1057.

- Proposal Due Date: **March 10, 2025** - Proposals submitted after **2:00 PM** as indicated by the official Procurement clock will NOT be accepted.

- All proposals must be submitted in a **SEALED** envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.

- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

☐ **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents to Submit:

☐ Completed and signed RFP

☐ Any/All signed addenda

☐ Electronic Copy of Proposal (Original and Redacted) regardless if submitting through eVA VBO or delivering in person

☐ Description of the Offering firm's history and expertise that demonstrate its ability to successfully complete the Statement of Needs

☐ Completed Attachment F: Small Business Subcontracting Plan

☐ A prepared Sales and Commission payment tier matrix

☐ Any exceptions taken to the University's Terms and Conditions

☐ Current Certificate of Liability Insurance

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

Exhibit B

ADDENDUM
February 28, 2025

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals:	RFP 25-1828: Campus Store Operations
Date Issued:	February 7, 2025
For Delivery to:	University of Mary Washington, Commonwealth of Virginia
Proposal Due Date:	Monday, March 10, 2025 at 2:00 PM EST

This addendum consists of seven (7) pages.

Questions from Offerors:

1. **Q: It states in RFP 25-1828 that it is being issued by the University of Mary Washington (UMW) on behalf of the Virginia Higher Education Procurement Consortium (VHPEC). How does a VHEPC cooperative contract and PAC Agreement work?**
   A: The intent of this RFP solicitation issued by UMW on behalf of VHEPC is to provide a master contract vehicle containing VHEPC cooperative language, as well as to provide required services for UMW. VHEPC makes most of their cooperative contracts available for any agency to use. They allow any organization that a vendor approves, whether it be public and private colleges, K-12 school systems, health institutions, cities, and municipalities, to access their contracts. The Consortium currently represents 37 schools within the state of Virginia. Non-Consortium entities may be nationwide. Using a VHEPC contract eliminates the need for other entities, as well as vendors, to spend time and money in issuing and responding to additional RFPs. If a vendor approves a non-member entity's use of their VHEPC contract, the agency would simply need to execute a bridge agreement to the vendor's VHEPC contract (incorporating any business specifics and necessary additional terms and conditions). The Vendor will then pay the VHEPC one percent (1%) of all revenue received from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee is paid in exchange for marketing services provided by the University and the Consortium. Further details are described in Attachment B – PAC Agreement Sample, Section II.

2. **Q: Please provide a list of the college owned FF&E *(furniture, fixtures & equipment)* that will remain in the store if the College transitions to a new bookstore provider.**
   A: Most but not all FF&E in the store are owned by the University. A complete list is not available.

3. **Q: What is the existing total inventory value? Is it the expectation of the University that the selected operator purchases all of it?**
   A: The total inventory value as of 02/25/2025 is $427,924.00. Selected operator would be required to purchase inventory in accordance with the terms of contract UMW 18-797 – Bookstore and Retail Operations, IV., E. and VI., D., 8.

4. **Q: Where is the nearest accessible dock?**
   A: The nearest accessible dock is at the back of Lee Hall, ground floor. Please see Attachment H – Fredericksburg Campus Map for the location of Lee Hall (#26).

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

5. **Q: Attachment D – UMW Campus Store Floor Plan has some details in the legend regarding Demo, To Remain, Relocate etc. Have these changes already been made?**
   A: No.

   Q: If not, can you speak more about that?
   A: The changes described on the attachment are not related to this RFP.
   Q: Are there any plans to move or alter the current bookstore location?
   A: There are no plans to relocate the current bookstore, but the footprint may be reduced within the existing space.

6. **Q: Is it the desire of the institution for the chosen vendor to retain the bookstore's current full-time employees?**
   A: Current bookstore staff is well regarded at UMW.
   Q: If so, please provide a listing of the current full-time employees and each of their attributable annual salaries.
   A: Staff salary information is not available to UMW.

7. **Q: Please provide a booklist in excel or. csv for the current semester, and as many as three years back, by semester. That list would show:**
   - **ISBN**
   - **Course**
   - **Credit hours of each course**
   - **Actual enrollment by course (capacity and estimated enrollment are not helpful for our calculations, just for context)**
   - **Units sold by course**
   - **Gross sales by course, if available**

   A. Please see Attachment I – Adoption Report for this information.

8. **Q: What percentage of courses use a textbook?**
   A: 42% of courses not labeled independent study utilize a textbook.

9. **Q: What percentage of courses use courseware (i.e., My Pearson Lab, Cengage Now, Wiley Plus, etc.)?**
   A: 12% of courses not labeled independent study use courseware.

10. **Q: What percentage of courses use OER materials?**
    A: 6% courses not labeled independent study use OER materials.

11. **Q: What goals does your institution have in place for the use of OER over the next five years?**
    A: Guidance for OER Materials can be found at the link below.
    - OpenUMW

12. **Q: Are you currently running Inclusive Access (IA) programs?**
    A: Yes
    Q: If yes, how many courses/sections are using IA materials?
    - Spring 2025: 68 courses, 112 sections
    - Fall 2024: 67 courses, 119 sections

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

Q: If yes, what is the annual sales volume of IA?

- FY24 IA sales = $495,336.

Q: If yes, are the sales numbers already included in the digital line item above? Yes.

Q: If yes, what digital provider is supporting IA courses (Verba/VitalSource, Willo, RedShelf, Publisher direct, etc.)?

A: The digital providers supporting Inclusive Access courses are Yuzu/VitalSource and publisher content.

Q: If yes, do any IA courses go directly through the publisher?

A: No.

Q: If yes, is the bookstore currently the exclusive conveyor of Inclusive Access (IA)?

A: Bookstore is the sole purveyor of Inclusive Access.

13. **Q: Please provide your brand guidelines.**

    A: Brand guidelines can be found in the three attachments below. Attachments are listed within the eVA VBO for RFP 25-1828.

    - Attachment J – UMW Athletics Brand Guide 2022
    - Attachment K – UMW Toolkit 2021 (Lo-Res)
    - Attachment L – UMW Toolkit Supplement 2022

14. **Q: Is your merchandise licensed?**

    A: Yes. Please refer to RFP 25-1828, VII., K., 2.

    Q: If yes, do you work with a third-party licensing agency?

    A: No. UMW is self-licensed. Please reference RFP 25-1828, VII., K., 2.

15. **Q: Are there any limitations on convenience offerings for food or beverage?**

    A: Yes

    Q: Please elaborate on other agreements.

    A: Agreements can be found at the links below. Please also see RFP 25-1828, VII., V.

    - Sodexo: UCPUMW 23-1457 – Dining Service Operations
    - Pepsi: COOP 24-1755 – Pepsi Pouring Rights

16. **Q: Does the store support in-venue sales at athletic events?**

    A: It is desirable that the store support in-venue sales at athletic events.

    - Which sports? N/A
    - What is the approximate revenue from in-venue sales? N/A

17. **Q. Do all athletic merchandise sales go through the campus store? If not, who handles those sales?**

    A: Please reference UMW Contract Number COOP 22-1356 provided in the link below. BSN Sports provides short term pop-up stores as fundraisers for teams.

    - BSN Sports: COOP 22-1356 – Athletic Sports Apparel

18. **Q: What is the bookstore's role in selling/distributing graduation caps and gowns?**

    A: Please refer to RFP 25-1828, VII., C., 2. and VII., M.

19. **Q: How many collegiate level athletic teams does the institution have?**

    A: Information can be found using the link below. Once on the site, be sure to click on the three lines in the top left corner. From there, click "Sports" from the dropdown for the list of sports.

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

- University of Mary Washington Eagles

20. **Q: What are the current challenges with your existing bookstore operations that you would like to see addressed?**
    A: Please refer to RFP 25-1828, VII., B., 2. and K. through L., 1. and 3.

21. **Q: Are there any programs run by the incumbent bookstore provider that you would like to see continue that are outside of the normal operations of the college bookstore?**
    A: The Bookstore supports campus events outside of store operating hours and such support is required to continue. These include but are not limited to book sales at the Great Lives Series. Please also reference RFP 25-1828, VII.,C., c.

22. **Q: Who is on the RFP Committee and what are their roles at the institution?**
    A: We are not able to disclose the names or roles of the RFP Committee.

23. **Q: Please describe how students utilize their financial aid in the campus store and if there are any restrictions.**
    A: Financial Aid can be used in-store and online. Restrictions may vary by type of aid.

24. **Q: If this discussion includes an Equitable Access Program (EA), please provide the total Credit Hours enrolled for the previous three semesters.**
    A: The University does not have an Equitable Access Program.

25. **Q: How many students currently live in on-campus housing?**
    A: As of 02/24/2025, there are 1,939 students currently living on campus.

26. **Q: Can you provide the CAD file for store space?**
    A: We are not able to provide a CAD file of the floor plan, but please refer to RFP 25-1828: Attachment D for a pdf version of the space.

27. **Q: Is there an unamortized/undepreciated balance from prior store renovations or from any one-time contractual contributions? If yes, will a subsequent vendor be expected to cover this cost and how much will that amount be at the end of the agreement or as of June 30, 2025?**
    A: There is no unamortized/undepreciated balance that a vendor is expected to cover.

28. **Q: How many courses, sections and titles are in the Inclusive Access (course by course) program?**
    A: Please see Attachment I – Adoption Report to view the courses and sections using Inclusive Access for Spring 2025.

29. **Q: Is the current Inclusive Access only digital materials or are there print materials in the current offering? What is the percentage of digital v. print?**
    A: Inclusive Access materials may be accompanied by a low-cost physical book. Otherwise, Inclusive Access is only digital.

30. **Q: Please provide total Credit Hours enrolled for Summer 2024, Fall 2024, and Spring 2025.**

    A: Total students and credit hours enrolled:
    - Summer 2024: 1,042 students enrolled in 5,257 credit hours
    - Fall 2024: 3,855 students enrolled in 50,003 credit hours
    - Spring 2025: 3,503 students enrolled in 45,890 credit hours

31. **Q: Can you provide Sales breakdown by Category Year to Date for FY 25? Please provide an explanation of any sales listed as "other".**

Sales Period: May 2024 - Jan. 2025, week 4:	
	FY25
	YTD Jan 2025
Total Course Materials	**832,828**
Physical Textbook Sales	**249,827**
66 New Textbooks	187,290
67 Used Textbooks	62,537
Physical Textbook Rentals	**145,283**
36 Publisher Rentals	7,886
46 New Textbook Rentals	55,368
47 Used Textbook Rentals	82,029
Digital Course Materials	**437,717**
62 Printed Access Cards	15,590
64 Digital Courseware	349,146
65 eTextbooks	72,981
Total General Merchandise	**400,077**
Logo Products	**260,111**
80 School Spirit Clothing	224,342
94 Backpacks	809
96 School Spirit, Gifts, Accessories	34,960
NonLogo Products	**139,966**
68 Trade Books	7,614
Supply Products	**77,941**
70 School Supplies	33,131
71 Electronics NonCommissionable	4,915
72 Computer Peripherals	14,253
98 Course Required Supplies	25,642
Food Products	**18,822**
89 Cafe	375
91 Convenience	18,447
Miscellaneous Products	**9,739**
81 NonEmblematic Trend Area	8,753
92 Dorm Furnishings-Regional Buys	870
93 Greeting Cards	116
Grad Products	**25,850**
90 Graduation Products	9,841
97 Prints, Frames, Museum Shop	16,009
Total Sales	**1,232,905**

32. **Q: Does the current provider support in venue sales for any athletic events? If yes, what is the approximate annual sales?**

    A: No.

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

33. **Q: What are the top three challenges that Mary Washington faces with current course materials operations that the institution hopes to resolve with a new provider?**
    A: Please reference RFP 25-1828 for course materials requirements.

34. **Q: What is the highest priority item in the RFP?**
    A: Please note that all elements outlined in this RFP are of equal importance. We expect comprehensive attention to all aspects of the proposal, and responses should address each requirement with the same level of urgency and focus.

35. **Q: If a general merchandise provider and a course material provider strategically align to serve Mary Washington, would the institution prefer one or two contracts.**
    A: In the case of a course material provider firm subcontracting with a general merchandise provider, then one contract. In the case that one firm is awarded course materials and another is awarded general merchandise as a result of this RFP, then two contracts.

36. **Q: Is Financial Aid allocated to students for textbooks and course materials and used as a tender type in the current bookstore?**
    A: Yes. Financial Aid is utilized as a tender in the physical store and on the online store.
    Q: If so, can you describe the process for how Financial Aid is distributed and then used for course materials/textbooks?
    A: The current POS system interfaces with UMW's ERP, Ellucian Banner when students use their Financial Aid for materials/textbooks.

37. **Q: What percentage of Mary Washington students receive Financial Aid?**
    A: Further clarification is needed from vendor. Answer will be posted under Addendum 2.

38. **Q: What percentage of overall sales in the bookstore came from Financial Aid?**
    A: Further clarification is needed from vendor. Answer will be posted under Addendum 2.

39. **Q: Are there any sales reflected in the historical sales numbers that were a result of a one-time grant or other funding that will not occur in the future?**
    A: In FY24, vendor provided scholarships accounted for $1,519.45 in sales.

40. **Q: What percentage of the courses utilize free OER content?**
    A: 6% of courses not labeled independent study utilize OER content.

41. **Q: Does UMW have any direct agreements in place with publishers or other third-party course material providers?**
    A: No

42. **Q: Is UMW open to self-operating a spirit store (apparel, merchandise, sundry items, etc.) with an online bookstore vendor providing all student-purchased materials shipped directly to the campus bookstore for student pickup?**
    A: UMW is open to considering a self-operated spirit store. Please confirm whether in such a case, the course materials provider would provide necessary course supplies (lab coats, goggles, art kits, etc.).

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

43. **Q: Does UMW have any Inclusive Access course material adoptions? If so, how many courses have inclusive access adoptions?**
    A: Yes.
    - Fall 2024: 67 courses, 119 sections
    - Spring 2025: 68 courses, 112 sections

44. **Q: Would UMW be interested in implementing an Equitable Access solution, an in-tuition solution where all course materials are automatically delivered to all students with the costs included as part of the cost of attendance?**
    A: UMW would not be interested in implementing an Equitable Access solution at this time.

END OF ADDENDUM NO. 1

Lindsay Fare
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: 540-654-1057

RFP 25-1828 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: ______________________________

NAME OF OFFEROR REPRESENTATIVE: ______________________________

OFFEROR SIGNATURE: ______________________________

DATE: ______________________________

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

University of Mary Washington
Procurement Services

Exhibit C

ADDENDUM
March 6, 2025

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals:	RFP 25-1828: Campus Store Operations
Date Issued:	February 7, 2025
For Delivery to:	University of Mary Washington, Commonwealth of Virginia
Proposal Due Date:	Thursday, March 13, 2025 at 2:00 PM EST

This addendum consists of one (1) page.

UPDATED Proposal Due Date:
Virginia's eProcurement System, eVA has been experiencing severe down time due to maintenance since 5:00 PM Friday, February 28, 2025. Although certain functionalities have been restored, the inability for electronic submissions through the eVA VBO is still present. With that said, the Proposal Due Date has now changed from Monday, March 10, 2025 at 2:00 PM EST to Thursday, March 13, 2025 at 2:00 PM EST. This should allow plenty of time for the eVA VBO to regain full functionality.

Questions from Offerors that required further clarification after Addendum No. 1 was issued:

1. **Q: What percentage of Mary Washington students receive Financial Aid?**
   A: 91% of all students that attend the University of Mary Washington receive some form of Financial Aid.

2. **Q: What percentage of overall sales in the bookstore came from Financial Aid?**
   A: In FY24, the gross sales for the bookstore were $1,464,764. $16,938.79 of those sales came from Financial Aid, which equates to 1.16%.

END OF ADDENDUM NO. 2

Lindsay Fare
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: 540-654-1057

RFP 25-1828 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: ______________________________

NAME OF OFFEROR REPRESENTATIVE: ______________________________

OFFEROR SIGNATURE: ______________________________

DATE: ______________________________

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

Exhibit D

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this 5th day of May, 2026 by and between the University of Mary Washington ("the University") and BibliU Campus, Inc. ("Supplier").

TERM

The term of this Publicly Accessible Contract ("PAC") shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, UCPUMW 25-1828 (the "Primary Agreement"), and included in the Primary Agreement is a third-party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement ("Third-Party Access").

B. Pay the Virginia Higher Education Procurement Consortium ("Consortium") one percent (1%) of all net revenue (meaning gross revenue received from non-Consortium entities through Third-Party Access, less any pass-through publisher costs, taxes, and third-party content licensing fees paid by Supplier on behalf of such entities) received by Supplier from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.

C. Fully support this marketing relationship by promoting the availability of the Third-Party Access to non-Consortium entities; and

D. Provide semi-annual reports detailing the amount of net revenue received from non-Consortium entities through Third-Party Access.

E. Notwithstanding any other provision of this Agreement, Supplier shall have the right, in its sole discretion, to withdraw from Third-Party Access by providing the University with not less than ninety (90) days' prior written notice. Such withdrawal shall apply solely to Supplier's participation in Third-Party Access under this PAC and shall not constitute a termination of, or default under, the Primary Agreement. Upon the effective date of withdrawal, Supplier shall have no further obligation to allow new third-party entities to access the Primary Agreement, provided that any access arrangements already in effect with existing third-party entities as of the withdrawal date shall continue to be honoured for the remainder of their then-current term (not to exceed twelve (12) months from the withdrawal date) unless otherwise agreed in writing.

II. The University will ensure the Consortium:

A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and

B. Maintains a Supplier-approved version of the Supplier's logo on the Consortium website.

III. Payment

A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

B. Supplier shall remit the PAC Annual Fee by check or ACH/EFT transfer in U.S. dollars, at Supplier's election. Checks shall be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services, University of Virginia, Carruthers Hall
PO Box 400202, 1001 N. Emmet Street, Charlottesville, VA 22904
Note 'PAC payment' on check.

ACH/EFT payments shall be made to the following account (details to be provided by the Consortium upon request). Supplier shall include a remittance advice referencing Agreement No. UCPUMW 25-1828 and the applicable payment period.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

University of Mary Washington
Melva Kishpaugh, Director of Procurement Services
procure@umw.edu
540-654-1084
1301 College Avenue
Fredericksburg, VA 22401

If to Supplier:

BibliU
Ginny Conners, Senior Account Executive
ginny.conners@bibliu.com
847-922-7942
8501 Technology Circle
Greenville, TX 75402

ACCEPTANCE

For University of Mary Washington	For BibliU Campus, Inc.
Signed by: Melva A. H. Kishpaugh A6E7F1A3F33247A...	Signed by: Carli Tegtmeier CBFE1170D2E34DB...
Melva Kishpaugh	Carli Tegtmeier
Director of Procurement Services	Chief Revenue Officer
Date: 5/6/2026	Date: 5/6/2026

Agreement #: UCPUMW 25-1828

Exhibit E

University *of* Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	February 7, 2025
RFP NUMBER & TITLE:	RFP 25-1828; Campus Store Operations
PROPOSAL DUE DATE & TIME:	March 10, 2025 by 2:00 PM NOTE: Proposals received after the due date and time cannot be accepted.
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services /Reference RFP 25-1828 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401
WORK LOCATION:	☐ All Campuses ☒ Fredericksburg ☐ Stafford ☐ Dahlgren
COMMODITY CODE(S):	20454, 71512, 71583, 71588, 78570, 92471
PRE-PROPOSAL CONFERENCE:	☒ Optional ☐ Mandatory ☐ N/A **DATE & TIME:** February 18, 2025; 10:00 AM
PRE-PROPOSAL LOCATION:	1125 Emancipation Hwy., Fredericksburg, VA 22401 – Suite 480 Conference Room or Zoom (a link will be provided upon registration)
CONTRACT OFFICER:	Lindsay Fare **PHONE:** 540-654-1057 **EMAIL:** lfare@umw.edu
PERIOD OF CONTRACT:	Date of Award through June 30, 2031, with five (5) one-year renewal options or as negotiated.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: BibliU

Address of Offering Firm: 8501 Technology Circle, Greenville, TX 75402

DSBSD Certification No.: N/A Expiration Date: N/A

eVA ID: VA10095857 Tax ID: 99-2808534

Email: carli.tegtmeier@bibliu.com Telephone: (801) 971-6261

Website: Bibliu.com Fax: N/A

Submitted By (Print Name & Title): Carli Tegtmeier, Chief Revenue Officer

Signature (In Ink): Date: 3/12/25

BibliU

T: 847-922-7942
E: ginny.conners@bibliu.com

8501 Technology Circle, Greenville, TX 75402
www.bibliu.com

March 10, 2025

Lindsay Fare, Senior Contract Officer
University of Mary Washington
1301 College Ave, Fredericksburg,
VA 22401, United States

Dear Lindsay,

Thank you for the opportunity to respond to RFP 25-1828 for Campus Store Operations for University of Mary Washington ("UMW"). As an established vendor of campus bookstore management and textbook services with a successful record servicing similar institutions throughout the nation, we are confident in our ability to meet and exceed the expectations of UMW.

Your goals with this solicitation are clear - an exceptional UMW-centric retail experience that promotes the university brand and instills a deep sense of community pride, with access to affordable merchandise and course materials. **BibliU is uniquely positioned to satisfy the University of Mary Washington's goals as we are the only fully integrated provider of campus store solutions, managing all physical retail operations and delivering digital content using our own technology.**

In addition to our dedication to provide the highest quality customer experience, we are deeply committed to supporting UMW's relentless pursuit of academic excellence and opportunity for the success of all students. We are a partner eager to engage in forward-thinking initiatives and continuously explore new and unique technologies to enhance the educational experience for all students. By integrating innovative digital tools and resources, we aim to support your institution in staying ahead of educational trends and improving student outcomes in all areas of study.

As UMW works to redefine its future through strategic planning, we are eager to contribute to your continued growth and achievement, fostering an environment of excellence and innovation that prepares all your students for future success.

David Sherwood
CEO and Co-founder

University of Mary Washington RFP 25-1828 - Campus Store Operations

Proposal Submitted By:

BibliU, Inc.

Proposal Submission Date:
March 13, 2025

Main Point of Contact:
Ginny Conners
Senior Account Executive
ginny.conners@bibliu.com
847-922-7942

Table of Contents

Executive Summary 1

1. Overview 3

Firm Information 3

EIN 3

Main Point of Contact 3

Firm Introduction 3

Mission 4

Qualifications and Expertise 5

Bookstore Management Experience 5

Vertically Integrated Operations 6

Affordability 6

Reporting And Transparency 6

Office Locations 7

Overall Experience 7

Bookstore Management Experience 7

Vertically Integrated Operations 7

Case Studies 8

4. Qualification of the Staff 10

5. Work Plan 12

a. General 12

Market Share Strategy 13

Tailored Approach and Store Empowerment 13

b. Deliverables 14

c. Work Schedule / Timeline 15

Course Material Project Implementation Timeline 15

Campus Store Project Implementation Timeline 16

d. Outcomes and Performance Measurement 16

e. Overall Risk 18

Staff Turnover and Workforce Continuity 18

Supply Chain and Course Material Availability 18

Technology and System Integration Risks 19

Compliance with University Policies and Industry Regulations 19

Financial and Operational Performance 19

6. Attachment F: Small Business Subcontracting Plan **21**
7. Exceptions **22**
B. Program Objectives **28**
2. Refined Objectives 28
a. Enhanced Merchandise and Services 28
General Merchandise Approach and Philosophy 29
Strategic planning for physical and e-Commerce stores 29
General merchandise expertise 29
Data-driven adjustments 29
b. Affordability and Student Satisfaction 30
Student-Purchased Course Materials 30
Price matching 30
c. Transparency and Academic Collaboration 31
d. Financial Contribution and Community Engagement 31
Scholarships 31
Special Event Collaboration 31
C. General **33**
1. Strategies 33
2. Hours of Operation 33
b. Regular Operating Hours 33
E. Staffing **34**
1. Managers 34
a. Candidate Resumes 34
f. Fostering Positive Relations 34
Gathering Student Input 36
Student Engagement Initiatives 36
2. General Staffing 37
a. Staffing Strategies 37
b. Staffing Chart 37
c. Compensation Guidelines 37
d. Staff Recognition and Reward 38
e. Minimum Qualifications 38
Campus Store Manager 38
Campus Store Manager Qualifications 38
Customer Service Manager 39

Store Customer Services Representatives 39
Regional Manager 39
g. Staff Attire 40
m. Personnel Training 40
Campus Store Representative Training 40
Manager Training 40
3. Internships 41
F. Customer Service **41**
1. Customer Service Philosophy 41
2. Evaluating and Ensuring Excellence 41
3. Engaging with Campus Stakeholders 42
4. Customer Service Capabilities and Contact Methods 43
Chat and Email 44
Virtual Meetings 44
Escalation Procedures 44
Online Help Center 45
Customer Support survey 45
5. Digital Platforms for Order Management 45
State-of-the-Art Distribution Center 45
Managing Orders Online 46
G. Assessment **47**
1. Customer Surveys 47
2. Sharing Survey Results 47
3. Addressing Complaints 47
4. Resolving Performance Issues 48
H. Course Materials **49**
1. General 49
a. Course Material Services 49
Supported Materials 49
Digital First (eBooks) 49
Textbook Rental Program 50
Rental Returns 50
Rental Extensions 50
Supply Kits for Materials, Equipment and Clothing 50
2. Student and Faculty Academic Materials and Services 51

a. Custom Publishing and Course Packs 51
b. HEOA Compliance 51
c. Registration Integration 52
d. Course Material Adoptions 52
e. Publisher List 56
List of publishers with automated access codes 56
f. Sourcing and Distribution Methods 56
Fulfillment of Customer Orders and Package Distribution 57
Integrated Logistics and Operations 57
3. Pricing 58
a. Affordability 58
i. Pricing Strategies 58
ii. Minimizing Financial Burden and iii. Dynamic Pricing 58
iv. Price Match Policy 59
v. Bundling Packages 59
vi. OER 59
4. Ordering, Buyback, Shipping and Delivery 60
a. Buyback Program 60
b. Offline Ordering Options 60
c. Remote Students 60
d. Order Delays 60
e. Order Pickup Options 61
Inventory Sourcing Strategy and Plan 61
Fulfillment of Customer Orders and Package Distribution 61
f. Delivery Process 61
g. Digital Course Material Delivery 62
Equitable Access 62
Pricing Structure and Approach 63
Opportunity to Increase Auxiliary Revenue 63
BibliU's Alternative to Credit Hour Costing 63
Reduction in Per-Credit Hour Fee 64
Inclusive Access 65
Billing 66
Communications and Training 66
Opt-Out Process 66

i. Canvas Integration 67
5. Faculty Adoption 68
a. Course Material Accessibility 68
Adoptions Analytics 68
b. Support Systems 70
c. Price Comparison 71
d. Analytics and Reporting 71
i. OER Adoptions 73
ii. UMW Staff Access 73
6. Academic, Scholarly, and Trade Books 74
a. Marketing and Promotion 74
b. Trade Book Selection Criteria 75
c. Special Orders 75
d. Additional Services 75
I. Technology 76
1. Technology Standards 76
c. Documentation 76
i. VPAT 76
2. Innovation 76
a. Dedication to Investment 76
Physical and digital integration 77
Self-service and convenience innovations 77
Enhancing campus traffic and engagement 77
Commitment to community and sustainability 77
3. Website / Online Presence 78
a. eCommerce Solution 78
Non-Emblematic Merchandise Sales 80
Electronics 80
Supplies 81
Course Materials 81
Complementarity Between eCommerce and In-Store Sales 84
4. Point of Sale System Requirements 84
5. Innovation and Adaptability 85
a. Technology Investment 85
b. Innovation Strategy 85

J. Payment Options **85**
1. Refunds 85
Course Material Returns 85
Merchandise Returns 86
Military Personnel Refund and Returns 86
K. General Merchandise **87**
1. Soft Goods 87
School and Office Supplies 87
Apparel and Accessories 87
Alumni and Graduation Products 87
2. Emblematic Goods 87
a. Approval Workflow 87
3. Merchandising Philosophy 88
4. School Spirit and Emblematic Merchandise 89
a. Selecting Merchandise 89
b. Choosing Brands 89
6. Special and One-Time Event Merchandise 90
a. Special Events 90
b. Successful Collaborations 91
7. Local Vendors 92
8. Limited Release Merchandise 92
9. Additional General Products 93
Technology and Accessories 93
School and Office Supplies 93
Lifestyle and Convenience Items 93
Gifts and Collectibles 93
L. Athletic Merchandise **94**
1. Selling Athletic Goods 94
2. Name, Image, and Likeness Regulations 94
3. Athletics Collaborations 94
M. Graduation Regalia **95**
N. Marketing, Advertising, and Promotions **96**
1. Marketing, Advertising and Promotional Strategies 96
Campus Events 96
On-site Marketing and Promotion Strategy 96

Supporting Student Associations and Activities 97
Website Marketing Plan 97
Social Media Plan 98
Content Marketing 99
2. Events Calendar 100
3. Enhancing Store Visibility 101
4. Partnering with Campus Organizations 101
5. Attracting Students, Families, and Alumni 102
7. Online Retail Offering 102
O. Facilities and Equipment 103
1. A Central Hub of Activity 103
2. Renovation Plan and Budget 104
3. Garbage Disposal, Maintenance, and Cleanliness 105
P. Financials 106
1. Financial Terms 106
a. Sales and Commission Payment Structure 106
Option 1: Inclusive Access Financial Package 106
Option 2: Equitable Access Financial Package 106
2. Sales, Reporting, and Commission Terms 107
e. Monthly Financial Reporting 107
Sample Quarterly Sales Report 107
Sample Annual Commissions Report 108
Q. Renovation and Construction 109
2. Design and Construction Capabilities 109
R. Contract Transition 110
1. Implementation and Transition Plan 110
Institutional Resources 112
Technology Implementation Plan 112
Corporate Support 114
Transition Team 114
2. Employment of Current Staff 115
S. Experience and Qualifications of Firm 116
1. References 116
2. Case Study 117
3. Lost Clients 117

4. VASCUPP Member Institution Sales 117
5. Annual Report 117
T. Other Related Goods and Services 118
U. Sustainability 119
V. Exclusive Beverage Agreement 121
Appendix A - Financial Statements 122
Appendix B - VPAT Report 123
Appendix C – SOC2 Type II Letter of Attestation 124
Appendix D - Attestation of Compliance 125
Appendix E - High-Level Threat Security Assessment 126
Appendix F - Small Business Subcontracting Plan 127
Appendix G - Acknowledgement of Addenda 1 and 2 128

Executive Summary

With a proven track record of catering to the diverse needs of educational institutions, BibliU stands out in the market as the only vertically integrated provider able to provide end-to-end bookstore services, for both physical and online operations.

In support of your goal for a high quality and community-focused bookstore with the most affordable course materials, **we propose BibliU Universal Learning+; a robust physical and online campus store experience, paired with an affordable Day 1 access program**.

By partnering with BibliU, UMW will realize the following benefits:

- **UMW-centric experience:** BibliU deeply engages with staff, faculty, and students in order to provide a bespoke experience for all customers. Community engagement is a critical component of our growth strategy and we are dedicated to sourcing merchandise that reflects the needs and desires of your community.
- **Proven by Experience:** For nearly 50 years, BibliU has been partnering with higher education to manage campus stores and supply course materials. As of June 2024, over 2 million students are accessing their textbooks on the first day of class through our platform, including students from East Texas A&M University, Wake Technical Community College, New Jersey City University, and all digital content for the University of Phoenix and Grand Canyon University.
- **Seamless Transition:** We approach every transition as an opportunity to improve processes and support institutional objectives. We've implemented change management strategies to effectively engage with all campus stakeholders to create a seamless experience and ensure long term success and satisfaction.
- **Affordability:** BibliU Universal Learning+, our Day 1 Access Program paired with an adaptable hybrid bookstore solution, lowers the cost of higher education by providing textbook and courseware at market-leading rates. On average, Universal Learning reduces student costs for course materials by 30-50%.
- **Day One Access:** BibliU guarantees day one access to course materials for all students, including those who are financially disadvantaged. Through integration with the LMS, we ensure students have immediate access to materials on a wide range of devices.
- **Student Success:** BibliU helps improve persistence and student outcomes by giving educators access to usage analytics that serve as early alert

systems to identify at-risk students. We are continuously developing our platform to include engagement tools resulting in greater efficiency of resources to support student success and higher student retention.

- **Academic Freedom and Faculty Success:** BibliU streamlines the faculty and administrative adoption processes, making content collection faster and more accurate. Additionally, BibliU hosts content from over 22,000 publishers, including OER providers, empowering faculty to select the content that best suits their courses.
- **Financial Return:** To maximize the financial return to the University, BibliU will work with UMW to grow general merchandise sales and increase adoption of the institutional Inclusive Access program. As detailed in our financial offer, bonuses are available for Inclusive Access adoption milestones. Additionally, should UMW consider implementation of an Equitable Access program, we provide an optional package with significantly higher upfront investment and commissions to the University.

1. Overview

Firm Information

BibliU Campus
8501 Technology Circle, Greenville, TX 75402
Telephone number: (800) 527-1016

EIN

EIN: 99-2808534

Main Point of Contact

Ginny Conners
Senior Account Executive
ginny.conners@bibliu.com
847-922-7942

Firm Introduction

BibliU was founded in London, United Kingdom in 2013 by Dave Sherwood. Dave earned his bachelor's degree at the University of Western Australia before coming to Oxford University on a Rhodes Scholarship. While at Oxford, he experienced first-hand the challenges that students face when trying to get access to their course materials, so he founded BibliU–a cutting edge software company built by students, for students.

Like our academic partners, we incorporate the pursuit of life-long learning into our operating philosophy. Our company values are:

- We are driven by results and innovation.
- We are customer obsessed.
- We are A+ team players who seek excellence.
- We are passionate about company growth and constant learning.
- We seek different opinions.
- We are team players who keep our commitments.
- We achieve growth sustainably.

BibliU prides itself in attracting and retaining highly qualified and forward-thinking professionals in educational technology. BibliU's rapid and consistent growth since its inception reflects the unparalleled quality of its employees and the team's focus on delivering excellence to its customers.

Mission

> "When we look at partners, we expect them to live our values: integrity, equity, and innovation. BibliU has consistently demonstrated this shared vision plus delivered customer success in a tight timeframe that exceeded our expectations."
>
> - Cynthia Allen, SVP & COO, Jackson College

BibliU partners with educational institutions to transform the learning experience, improve performance, and boost retention by providing affordable, day one access to textbooks and course materials through our fully integrated software, services, and campus store solutions.

Qualifications and Expertise

Our team of industry experts has a wealth of experience from bookstore and retail innovation to education technology, providing innovative insights into all aspects of your bookstore operations and course materials provision. By sharing what we have seen work at various institutions, leveraging our agnostic relationship with thousands of publishers, and utilizing full vertical integration with your LMS, SIS and SSO, we assist you in making data driven decisions that have the greatest impact on affordability, retention, and student success.

BibliU's service model is built on tailored, attentive, and customer-focused support, ensuring our approach aligns with UMW's unique needs across all aspects of operation. We are not a one-size-fits-all solution: we will design every element of our partnership—whether it's curating merchandise, creating custom promotional strategies, or managing course material adoptions—in collaboration with UMW staff.

Our Adoption Process is another key example of this tailored approach: we will work with Faculty to ensure we adapt to their process and will help record adoption requests whenever needed. Beyond this, our customer support team is dedicated to providing rapid, hands-on assistance for students, faculty, and staff. Whether through in-person or virtual training sessions, proactive communication, or addressing real-time needs, BibliU ensures a high level of attentiveness.

Bookstore Management Experience

Through our BibliU Campus branch, formed after the acquisition of Texas Book Company in 2023, BibliU offers clients over 47 years of experience in campus store management and retail innovation.

With extensive background in enhancing the retail experience and boosting store sales, BibliU Campus provides schools with diverse options, including leading merchandise selections, athletics gear, convenience stores, and café solutions. We offer the market expertise necessary to create a sustainable, customized approach for each campus store, ensuring a unique and effective retail solution for every institution, underpinned by stellar customer service.

As a result, we leverage significant expertise in physical operations and retail within higher education, providing our clients with a robust platform to deliver even more impactful products and services to students, faculty, and administrators. This approach benefits our valued higher education partner institutions.

Vertically Integrated Operations

BibliU's vertically integrated model sets us apart from other providers who rely on external solutions for their eReader and access programs. By offering a unified platform for digital course materials, print textbooks, merchandise, and financial aid integration, we provide a single point of contact for all bookstore services. This comprehensive, in-house approach reduces the risk of errors, eliminates miscommunication, and streamlines operations, ensuring a smoother experience for faculty, students, and staff.

Unlike providers who manage fragmented systems, BibliU's fully integrated technology enhances efficiency and consistency. By consolidating services under one roof, we not only simplify operations but also reduce costs for the university and its students. This unified approach allows BibliU to deliver superior service quality while addressing the unique needs of UMW's community.

Affordability

At the core of BibliU's philosophy and work plan is a commitment to affordability and ensuring access to course materials and merchandise for all students, regardless of their financial situation. Our approach includes offering merchandise at a wide range of price points to suit varying budgets, alongside industry-leading Day 1 Access programs like our Equitable Access (EA) solution. This program has delivered significant savings, such as $1 million in annual cost reductions at Lee College.

Beyond EA, BibliU implements a comprehensive suite of affordability initiatives, including a robust rental program offering savings of up to 50% compared to new textbooks, support for Open Educational Resources (OER) to reduce or eliminate costs, and buyback programs to provide students with additional financial flexibility. These initiatives reflect our dedication to making education more accessible and equitable for all students at UMW.

Reporting And Transparency

As a leading Ed-Tech company with a sizable engineering department, data is built into our very ethos and woven into our operations. BibliU's approach to reporting and transparency is built on advanced technology and data-driven insights, providing UMW with comprehensive and actionable information to enhance bookstore performance and academic success. Through real-time analytics, we offer detailed insights into content usage, enabling the university to identify students who may need additional support and evaluate how materials are performing. This data supports year-on-year improvements, helping faculty and administrators adopt more effective or affordable options, including Open Educational Resources (OER).

Our reporting includes adoption analytics to track and optimize the course material selection process and financial reports summarizing sales and commissions for full operational transparency. Additionally, we regularly gather feedback through surveys targeting students and staff, measuring satisfaction with course materials, customer service, and overall bookstore operations. These results are shared with UMW, providing a clear view of engagement and areas for improvement.

Office Locations

BibliU Campus, Inc.
8501 Technology Circle,
Greenville, TX 75402
Telephone number: (800) 527-1016

BibliU Inc.
Ark Coworking,
All Saints Church Hall,
Carnegie St,
London, N1 9QW

The BibliU Campus office, located in Greenville, is our primary office location, from where University of Mary Washington work will be completed

Overall Experience

Bookstore Management Experience

Through our BibliU Campus branch, formed after the acquisition of Texas Book Company in 2023, BibliU offers clients over 47 years of experience in campus store management and retail innovation.

With extensive background in enhancing the retail experience and boosting store sales, BibliU Campus provides schools with diverse options, including leading merchandise selections, athletics gear, convenience stores, and café solutions. We offer the market expertise necessary to create a sustainable, customized approach for each campus store, ensuring a unique and effective retail solution for every institution, underpinned by stellar customer service.

As a result, we leverage significant expertise in physical operations and retail within higher education, providing our clients with a robust platform to deliver even more impactful products and services to students, faculty, and administrators. This approach benefits our valued higher education partner institutions.

Vertically Integrated Operations

BibliU's vertically integrated model sets us apart from other providers who rely on external solutions for their eReader and access programs. By offering a unified platform for digital course materials, print textbooks, merchandise, and financial aid integration, we provide a single point of contact for all bookstore services. This comprehensive, in-house approach reduces the risk of errors, eliminates miscommunication, and streamlines operations, ensuring a smoother experience for faculty, students, and staff.

Unlike providers who manage fragmented systems, BibliU's fully integrated technology enhances efficiency and consistency. By consolidating services under one roof, we not only simplify operations but also reduce costs for the university and its students. This unified approach allows BibliU to deliver superior service quality while addressing the unique needs of UMW's community.

Case Studies

Trusted by over 250 institutions, BibliU has a proven track record of delivering solutions designed to fit the unique circumstances of our partner institutions. Here are a few examples of how we've tailored our offering to meet the unique needs of our institutions:

The Institution	The Challenge	The Outcome
Jackson College Jackson, MI FTE: 3,000	• Revitalize its existing bookstore through digitization • Improve content affordability for students Provide equitable access for students	• Supported the institution in transitioning from predominantly print adoptions to 90% digital content under Universal Learning • Digital content adoption lowered content costs from \$100 to \$65 per book • Integration into Jackson's LMS ensured day-one access to course materials through the single sign-on process
Wichita State University Technical College Wichita, KS FTE: 3,000	• Fill in the gap of the recently departed bookstore, ensuring first-day access to course materials • Streamline content management processes • Reduce costs of materials	• Replaced all bookstore processes prior to first day of semester • Ensured instant access to course materials and achieved cost savings through a flat fee
Lee College Baytown, TX FTE: 9,000	• Transition from bookstore provider to digital bookstore solution	• Lee College transitioned from a traditional bookstore chain to BibliU, saving \$600,000 on the cost of course materials

The Institution	The Challenge	The Outcome
	• Address price increases and quality fluctuations in the adoptions process • Improve the procurement experience for faculty and students • Gain insight into student usage	• BibliU's adoption tool improved workflows and provided data on student usage and reading habits, empowering the institution to drive usage and enhance the overall experience
University of Phoenix Phoenix, AZ FTE: 90,000	• Replace previous vendor and provide greater price transparency • Reduce the cost of course materials and response times • Improve student user experience	• Introduced transparent pricing model distinguishing content platform cost, resulting in over half a million dollars in savings for UoP • Dedicated customer success and publisher relations teams ensured faster response times, 99% content coverage • Development of features tailored to the student cohort, reduced student support tickets by 60% compared to the previous vendor

4. Qualification of the Staff

Carli Tegtmeier
Chief Revenue Officer

Carli has been overseeing BibliU's Sales organization for over two years. She has 12 years of experience in leadership roles for educational software companies. Her previous roles include VP of North America Sales at Canvas Instructure, where she joined from early start-up stage to IPO. She has also service as Head of Sales at PAIRIN and VP of Sales at Pronto prior to joining BibliU. Carli went to David Eccles School of Business at University of Utah for an Entrepreneurship degree. Carli is based in Salt Lake City, Utah

Ginny Conners
Senior Account Executive

Ginny is the BibliU sales representative for LCTCS. Her impressive background comes from nine years in sales. Additionally, she has had 20 years of experience in various leadership roles. Prior to joining BibliU over three years ago, Ginny worked as International Account Manager for IBM and then as the Director of Sales and Growth for Cabi Clothing. Ginny earned her Bachelor of Arts degree from Northwestern University. Ginny is based in Chicago, Illinois

Janet Gray
VP BibliU Retail

Janet Gray is a dynamic executive with over 20 years of experience in multi-unit specialty retail management, including leadership roles at Williams Sonoma and The Walt Disney Company. She excels in overseeing full financial operations, including sales, margins, and profitability, while driving innovative marketplace strategies and omnichannel customer experiences. Janet holds a a degree in merchandising and marketing from Baylor University. Janet has been working at BibliU for over a year and is based in Dallas, TX

Ken Wiley
Regional Manager

Ken Wiley is an expert in college bookstore operations, sales management, and campus engagement with over 15 years of experience. He previously held leadership roles at Follett Higher Education, Neebo College Stores, and Louisiana Delta Community College Bookstores, managing multi-campus bookstores and institutional partnerships. With expertise in merchandising, customer service, and faculty collaboration, Ken ensures tailored, scalable solutions for LCTCS institutions. He holds a degree in Management and Accounting from Southwestern Oklahoma State University.

Brian Jacobs
Head of Customer Operations Management

As a dedicated point of contact for our customers, Brian builds relationships with our partner institutions while also taking care of our client needs. Additionally, he trains faculty and students on how to best use BibliU. He was previously a Client Success Manager at Production Management Group. Brian holds a B.S. in Business Management from the University of Massachusetts Amherst. Brian has been working for BibliU for over three years and is based in Charlotte, North Carolina.

Charlie Capalbo
Project Manager

Charlie has over twenty-five years in management expertise in IT, Service Delivery, Program Management, Project Management, Strategic Outsourcing, and Customer Relationship Management. Charlie earned a Bachelor of Science degree in Computer Science from SUNY Brockport and an MBA from Pepperdine University. Charlie has been at BibliU for over two years and is based in Orange County, California.

Dr. Malinda Daniel
Director of Change Management

Dr. Daniel joined BibliU in 2023 as Director of Change Management after a long career in community colleges where she held various leadership positions. Prior to joining BibliU, Dr. Daniel worked at South Piedmont Community College for 10 years, as Director of Advising/QEP, then Executive Director of Learning Innovations and later as Director Organizational Development. Thanks to her long standing career and leadership in Community Colleges, Dr. Daniel advises BibliU partners on how to roll out our solution and work hand-in-hand with Faculty for a hassle-free transition and improved student outcomes. Dr. Daniel hold a Doctor of Education degree from the University of Wyoming. She is based in North Carolina.

5. Work Plan

a. General

The UMW campus store is an extension of the school brand and education mission, and a cohesive element of campus culture and environment, and customer preferences. Our plan focuses on course material access and affordability and increasing brand visibility. BibliU will provide all management, labor, equipment, goods, and supplies necessary to operate a professional campus store, build and maintain websites, support student success, and build campus relationships. Our staffing plans, organizational chart, and customer service strategies (Detailed in the following sections) are unmatched and provide a framework for maximizing store and student success on campus.

Our team of industry experts has a wealth of experience from bookstore and retail innovation to education technology, providing innovative insights into all aspects of your bookstore operations and course materials provision. By sharing what we have seen work at various institutions, leveraging our agnostic relationship with thousands of publishers, and utilizing full vertical integration with your LMS, SIS and SSO, we assist you in making data driven decisions that have the greatest impact on affordability, retention, and student success.

With extensive experience managing campus stores, deep connections with over 3,000 publishers, and our own eReader developed and maintained in house, BibliU is uniquely positioned as the only fully integrated provider in the campus store solutions provider market, giving BibliU a distinct cost and service advantage.

Market Share Strategy

BibliU has experienced widespread success in the competitive campus store and course materials marketplace and brings extensive industry experience. Without competitive pricing and service excellence, Internet and retail competition threatens sales and customer loyalty. Preventing market share loss takes ingenuity and dedication. Our strategic business plan is largely focused on:

- Cost containment strategies
- Economical access to digital course materials, digital subscriptions and inclusive access
- Faculty services and conveniences
- Technological conveniences
- Engaging Marketing efforts
- Vigilant corporate oversight

The convenience of a customer-friendly website with registration and financial aid integration has proven to reduce downward pressure on sales from online marketplace and competitive brick and mortar sellers. Our proactive and agile strategy, combined with technologies aimed at customer convenience and affordable pricing, protects UMW's business, and is proven to drive sales.

Tailored Approach and Store Empowerment

At BibliU, empowering store-level decision-making enables us to effectively serve the unique needs of students, faculty, staff, alumni, and the local community. For example:

- Tailored course material selection: Store managers collaborate directly with faculty to ensure required course materials are available in formats that best support diverse student learning preferences, supporting the various programs such as Inclusive and Equitable access programs, digital, Print and rental options.
- Localized merchandising: Each store's team has the autonomy to curate products that resonate with the local community, including campus-specific apparel, custom spirit items, and locally sourced goods, fostering a sense of school pride and community engagement.
- Responsive event support: Store-level teams are empowered to host and support campus events, such as book signings, alumni gatherings, and

student orientations, ensuring offerings align with the unique culture and needs of UMW.

- Community partnerships: Stores can establish partnerships with local businesses and organizations to offer exclusive benefits or collaborations that enrich the campus and local community experience.

b. Deliverables

BibliU sees the deliverables to be submitted under the proposal as follows:

- Improve affordability for UMW students by reducing course materials costs and providing innovative course materials solutions and market share growth through increased Inclusive Access adoption or implementation of an Equitable Access program
- Improve course materials adoption processes
- Enhance reporting of adoption data, course materials affordability data, and financial data
- Provide a profitable business operating model that ensures all University students receive top-notch service and support via a traditional brick-and-mortar store, a hybrid model, and/or pop-up shops.
- Create a customized, engaging, user friendly website that supports course material and general merchandise purchases.
- Provide campus stores with innovative retail products and services, including, but not limited to, the following:
    - Enhanced product selection that appeals to key UMW markets (e.g. students, prospective students, faculty, staff, alumni, families, etc.)
    - Merchandise tracking and refreshing
    - Providing multiple price points and value-priced UMW branded merchandise
- Improve customer satisfaction through the following:
    - Comprehensive engagement with the UMW community
    - Proactive marketing strategy, including targeted marketing via social media, increasing web traffic and online sales, etc.
- Increase sales and market share of UMW branded merchandise
- Provide a competitive financial contribution to UMW, while achieving UMW's qualitative and service goals

c. Work Schedule / Timeline

Course Material Project Implementation Timeline

With over 250 implementations successfully completed, BibliU has developed a vast experience in delivering timely complex implementations and for tailoring our approach to the unique needs and requirements of each of our customers.

Each semester, BibliU will create a detailed Project Plan to manage the delivery of digital content (ETEXT & Courseware) for UMW. Below is a high-level description of each phase of the plan.

- **Section 0 - Contract Signature & Scope (2 Hrs.):** Review contract scope with key stakeholders. Ensure all parties understand their roles and responsibilities as well as providing an overview of the implementation plan and processes. Note: Section 0 is only required for the first semester's implementation with BibliU.
- **Section 1 - Project Kickoff Meeting (2 Hrs.):** Review detailed Delivery Plan with key stakeholders, jointly agree on all major deliverables, milestones and delivery dates.
- **Section 2 - Environment Setup (3 Weeks):** During this phase, BibliU and UMW will set up the environment to allow both BibliU and UMW to work seamlessly together. Environment setup will include SSO, LTI and FTPS Integration. Note: Section 2 is only required for the first semester's implementation with BibliU.
- **Section 3 - Textbook Adoption (6-8 Weeks):** The Textbook Adoptions phase includes creation of the digital textbook adoptions (ETEXT & Courseware) booklist and uploading the booklist into the BibliU Adoptions Tool for processing. The BibliU Adoptions Tool features built-in error checking, automation, tracking and reporting to ensure timely and accurate delivery of the digital content requested. BibliU will identify which content is digitally available and which content is not available (ex. title requested is no longer available from the publisher or only available in print format). Adoptions Tool training will be provided to the UMW Administration support staff during this phase of the project.
- **Section 4 - QA & Implementation (6-8 Weeks):** BibliU will implement all available content and make it accessible to UMW one week prior to their semester start. BibliU will also provide Faculty Training, support and open office hours to assist Faculty with any question or issues they may run into. The training and support will be customized based on UMW's needs and finalized during the Project Kickoff Meeting.
- **Section 5 - Project Closure (2 Months, Note: This will vary from semester to semester):** Project Closure ensures accurate invoices are delivered

based on the UMW Census (Add/Drop) dates in conjunction with their enrollment data.

Campus Store Project Implementation Timeline

BibliU Campus will oversee the transition of UMW's bookstore. BibliU's project implementation plan contains six core stages:

- **Section 0 - Contract signature and scope (2Hrs):** Review contract scope with key stakeholders. Ensure all parties understand their roles and responsibilities as well as providing an overview of the implementation plan and processes.
- **Section 1 - Bookstore transition kick-off meeting (2Hrs):** Review detailed Delivery Plan with key stakeholders, jointly agree on all major deliverables, milestones and delivery dates.
- **Section 2 - Environment setup (10 days):** BibliU will ensure all required systems and infrastructure start being set up for each store in time for the start of the transition to BibliU operations.
- **Section 3 - Recruitment, supplying and campus integration (1 month):** BibliU starts the recruitment process for each campus store and orders the required items necessary for inventory and transition management. BibliU also ensures the work on campus store websites is completed and that they are embedded within the campus ecosystem in preparation for the start of operations.
- **Section 4 - Transition, training and staffing (1 month):** BibliU completes the recruitment and trains the staff to operate the bookstore to the standard required for an institution of the standing of UMW. BibliU completes inventory.
- **Section 5 - Start of store operations:** BibliU starts operating the bookstores, sets up customer service procedures and ensures that training continues in line with the feedback received from UMW and students

d. Outcomes and Performance Measurement

To evaluate the success of a new campus store and its impact on the student experience and sense of belonging, BibliU employs a set of key performance indicators and feedback mechanisms:

- **Sales performance:** By comparing sales figures to historical levels, we assess how well the new general merchandise lines and items resonate with students. Increased sales indicate higher engagement and satisfaction with the store's offerings, reflecting its ability to meet the needs and preferences of the campus community.

- **General merchandise review sessions:** BibliU collaborates closely with the institution's designated GM group, conducting review sessions to gather qualitative feedback. These sessions allow us to understand the campus community's opinions on product selection, identify areas for improvement, and implement changes to enhance the store's appeal and relevance.
- **In-person executive review:** Within six months of the store's transition, we hold an in-person meeting with the institution's executive team to review overall performance. During this session, the team provides a Net Promoter Score (NPS) to measure satisfaction with the store's operations, product selection, and contribution to student experience and belonging.
- **Receipt surveys:** BibliU also includes surveys on transaction purchase receipts, allowing students and customers to provide immediate feedback on their experience. Surveys contain questions associated with products, selection, service, hours of operation, store appearance, and other related issues.
- **Campus outreach:** To ensure that the campus store has ample and effective communication with campus administrators and faculty, the campus store manager's responsibilities include regularly scheduled meetings with the campus contract administrator and key faculty and staff. Each personal communication is followed by written documentation for the store file, and a response to the campus contact. The communication record serves as a tool to keep abreast of the campus concerns and acts as a record of issues discussed, opportunities identified, and the campus store's planned action or response.
- Quality Assurance Committee: The committee is a focus group made up of students, faculty, administration, and campus store management, gathered to provide valuable customer feedback and suggestions for campus store improvements and additional services. The committee facilitates essential communication between BibliU and the campus, thus providing a mechanism to ensure that we are meeting the needs of the community.

e. Overall Risk

We recognize that the successful implementation and ongoing management of a course material access program and campus store operations require careful risk assessment and proactive management. Our proactive risk management approach ensures that we can effectively mitigate challenges while maintaining high-quality service to students, faculty, and the broader University community. Through transparent reporting and continuous collaboration, we will work closely with the University to address potential risks and ensure the long-term success of the partnership.

Staff Turnover and Workforce Continuity

Staff turnover at any level—whether store leadership, course materials specialists, or customer service representatives—could impact operational efficiency and service quality.

- **Robust Hiring and Onboarding Processes**: We maintain a structured recruitment and onboarding program to ensure that new hires are well-trained and can quickly integrate into their roles.
- **Employee Retention Programs**: We offer competitive compensation, professional development opportunities, and a positive workplace culture to attract and retain top talent.
- **Dedicated Regional Support**: In the event of unexpected departures, our regional management team can provide immediate support while we identify and onboard replacements.

We will track staff turnover rates, conduct employee satisfaction surveys, and proactively communicate any staffing concerns with the University, including proposed action plans for any significant vacancies.

Supply Chain and Course Material Availability

Delays in obtaining textbooks, digital materials, and other educational resources could impact student access and faculty satisfaction.

- **Proactive Demand Forecasting**: We collaborate with faculty and departments to secure course material requirements well in advance.
- **Multiple Supplier Relationships**: We leverage relationships with multiple publishers, distributors, and digital providers to ensure alternative sourcing options.
- **Digital First Strategy**: Where applicable, we prioritize digital materials and inclusive access programs to reduce reliance on physical inventory.

We provide regular inventory reports, adoption rate analytics, and issue alerts to the University regarding any potential supply chain disruptions, along with alternative solutions.

Technology and System Integration Risks

Delays or challenges in integrating our systems with the University's learning management system (LMS), student information system (SIS), and payment platforms could impact service efficiency.

- **Dedicated IT Integration Team**: Our technical team collaborates with University IT staff to ensure seamless integration and testing before full deployment.
- **Redundancy and Contingency Plans**: We maintain backup systems and manual workarounds to mitigate risks in case of unexpected technical issues.
- **Continuous System Monitoring**: We use real-time monitoring tools to identify and address potential system issues before they escalate.

We will provide the University with detailed system performance reports, track resolution times for any technical issues, and hold regular review meetings to ensure ongoing alignment.

Compliance with University Policies and Industry Regulations

Failure to comply with institutional policies, data security regulations, or accessibility requirements could impact contractual obligations and student trust. Mitigation Strategy:

- **Regular Compliance Audits**: We conduct internal audits to ensure compliance with University policies, ADA requirements, FERPA, and other applicable regulations.
- **Data Security & Privacy Measures**: We implement industry-leading cybersecurity protocols and staff training to protect student and institutional data.

We maintain an open dialogue with University leadership to ensure alignment with evolving policies.

Financial and Operational Performance

Failure to meet financial or operational benchmarks could impact the long-term sustainability of the program.

- **Data-Driven Decision Making**: We use real-time sales, inventory, and engagement data to optimize operations and maximize revenue potential.

- **Strategic Cost Management**: We continuously analyze pricing, procurement, and operational expenses to ensure financial stability.
- **Student & Faculty Engagement Initiatives**: We implement marketing and awareness campaigns to drive student participation and faculty adoption.

We will provide the University with transparent financial statements, key performance indicators (KPIs), and operational dashboards to ensure ongoing visibility into program success.

6. Attachment F: Small Business Subcontracting Plan

Please refer to Appendix F for our Small Business Subcontracting Plan.

7. Exceptions

Item	Specify the contract section issue no.	Issue	Contractor's proposed solution/Rationale
1.	RFP IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES C.	Section states "*The Contractor will provide semi-annual usage reports for all entities accessing the Contract.*" The third parties may preclude Contractor from sharing this information.	Amend section to limit semi-annual usage reports requirement for third party entities to be provided where such entities permit Contractor to share this information.
2.	RFP P. Financials: 1. Financial Terms c. Reporting and Payment Deadlines:	Section states "*All financial and sales reports, alongside corresponding commission payments, shall be submitted by the 10th day of the month following the reporting period. In cases of late submission, the university reserves the right to impose a late fee up to $100 per day. If the due date falls on a weekend or public holiday, the deadline extends to the next business day. Financial and sales reports submitted shall be final and not preliminary or estimated.*" As part of our own processes, we'd like to change this to the 22nd day of the month. We would also like a late fee to be imposed only where Contractor has been given 15 business days written notice to remedy the late payment.	Amend to require payment by the 22nd day of the month and late fee obligation to be imposed only after 15 business days written notice to remedy the late payment.
3.	RFP P. Financials: 1. Financial Terms f. Tax Obligations:	Section states " *The Firm is solely responsible for all tax obligations related to this contract."* To be clarified that the Contractor will not be responsible for property taxes on campus store facilities.	Amend add wording that Contractor will not be responsible for property taxes on campus store facilities.
4.	RFP XI. GENERAL TERMS AND CONDITIONS: MANDATORY	Section says "*A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.*"	Amend to allow Contractor to assign any or all the agreement to a member of its Group and allow either party to (i) assign the

	COMMONWEALTH of VIRGINIA and UNIVERSITY of MARY WASHINGTON https://adminfinance.umw.edu/procurement/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2_newlogo-1.pdf C. ASSIGNMENT OF CONTRACT:	To ensure seamless services Contractor would like the right to assign any or all the agreement to a member of its Group and agree that either party may (i) assign the agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets to the acquiring party or (ii) subcontract and/or sublicense certain elements of its rights and/or obligations.	agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets to the acquiring party or (ii) subcontract and/or sublicense certain elements of its rights and/or obligations.
5.	RFP XII. SPECIAL TERMS AND CONDITIONS: 2. ACCESSIBILITY:	Section references compliance with "*the most current version of the Web Content Accessibility Guidelines (WCAG).*" BibliU is WCAG 2.2 AA compliant in its e-campus store technology and WCAG 2.1 A compliant in its digital e-book and course material platform. Our commitment to accessibility is set out in the accessibility statement at https://bibliu.com/legal/accessibility	Amend section to allow for BibliU to work to become WCAG 2.1 and 2.2 AA compliant in its e-book and course material platform during the course of the contract.
6.	RFP XII. SPECIAL TERMS AND CONDITIONS 9. CANCELLATION OF CONTRACT:	Section states "*The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor.*" Unless state/federal legislation or regulation prevented it, Contractor would want 120 days written notice. Additionally, in the unlikely event that Contractor wished to cancel the contract, we would like to be able to do so on 120 days notice.	Amend to allow University and Contractor to cancel the contract unless prohibited by state or federal legislation, on 120 days notice, such termination not to take place within 60 (sixty) days prior to the start of either the fall or spring semesters or summer sessions.
7.	RFP XII. SPECIAL TERMS AND CONDITIONS 13. CONTRACTOR AND EMPLOYEE REQUIREMENTS –	Section a. states *"If the Contractor, under this contract, creates, obtains, transmits, uses, maintains, processes or disposes of the subset of University Data known as Personally Identifiable Information (PII), or financial or*	Amend to allow other types of background checks for non-US based employees.

	BONDING AND INSURANCE	*business data, the Contractor shall also perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act:* *i. Office of Foreign Assets Control List (OFAC) check* *ii. Bureau of Industry and Security List (BIS) check* *iii. Office of Defense Trade Controls Debarred Persons List (DDTC)*" Contractor's UK group company may access PII in operating the BibliU digital platform. All employees of such company must agree to data privacy compliance and confidentiality under the terms of their employment. Such employees are also subject to background checks as part of their onboarding.	
8.	RFP XII. SPECIAL TERMS AND CONDITIONS 16. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:	Section states "*The Contractor will provide semi-annual usage reports for all entities accessing the Contract.*" The third parties may preclude Contractor from sharing this information.	Amend section to limit semi-annual usage reports requirement for third party entities to be provided where such entities permit Contractor to share this information.
13.	RFP XII. SPECIAL TERMS AND CONDITIONS 36. INDEMNIFICATION:	Scope of the indemnity Contractor must provide is wide and could be onerous. Amend to (i) remove liability for indirect, special, consequential, or other damages of any kind or description; and (ii) make Contactor's indemnity obligations subject to a liability cap.	Amend to (i) remove liability for indirect, special, consequential, or other damages of any kind or description; and (ii) make Contactor's indemnity obligations subject to a liability cap. Amend to (i) remove liability for indirect, special, consequential, or other damages of any kind or description; and (ii) make Contactor's indemnity obligations subject to a liability cap.

15.	RFP XII. SPECIAL TERMS AND CONDITIONS 41. INSURANCE:	Section called "*PROFESSION/SERVICE LIMITS*" lists types of instances that will not be relevant to the services being provided under this Contract. Contractor's insurance coverage is: $1M in General Liability with a $2M aggregate:; $1M coverage for each of Worker's Compensation, Professional Liability and Automobile insurance; $8M in the aggregate under Umbrella policy.	Delete table below "*PROFESSION/SERVICE LIMITS*".
17.	RFP XII. SPECIAL TERMS AND CONDITIONS 43. NON-ASSIGNMENT:	Section states "*Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.*" To ensure seamless services Contractor would like the right to assign any or all the agreement to a member of its Group and agree that either party may (i) assign the agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets to the acquiring party or (ii) subcontract and/or sublicense certain elements of its rights and/or obligations.	Amend to allow Contractor to assign any or all the agreement to a member of its Group and allow either party to (i) assign the agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets to the acquiring party or (ii) subcontract and/or sublicense certain elements of its rights and/or obligations.
18.	RFP XII. SPECIAL TERMS AND CONDITIONS 54. RENEWAL OF CONTRACT:	Section states "*Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.*" The nature of the services means that 90 days may be too short a notice period to extend. To ensure seamless services, Contractor would want 120 days written notice.	Amend section to require agreement to be extended on 120 days written notice.
19.	RFP XII. SPECIAL TERMS AND CONDITIONS 54. RENEWAL OF CONTRACT:	Section states "*Price increases may be negotiated only at the time of renewal.*" Since initial term will be five years this would mean prices would be fixed at 5 years. The	Amend section to allow prices to be reviewed annually and agreed between the parties acting reasonably.

		dynamic nature of the market the Contractor operates in would make it inappropriate for prices to be unchanged either during the life of the 5 year contract term, or as part of any renewal.	
20.	RFP XII. SPECIAL TERMS AND CONDITIONS 60. SUBCONTRACTS:	Section states "*No portion of the work shall be subcontracted without prior written consent of the University.*" Some of Contractor's services e.g. the BibliU platform may be provided by other group companies.	Amend to clarify that delegating services to other supplier group companies shall be permitted, with Contractor remaining liable for the actions of its group companies.
21.	RFP ATTACHMENT A Standard Contract Purchase Order General Terms and Conditions - https://adminfinance.umw.edu/procurement/files/2022/02/2022-UMW-Purchase-Order-Standard-Terms-and-Conditions-2.4.2022.pdf	Section states "*The University will own all rights, title and interest in any and all intellectual property rights created in the performance from this purchase and the supplier will execute any assignments or other documents needed for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.*" Should be clarified that these rights relate to new intellectual property rights (IPRs) created bespoke for the University and excludes underlying IPR that the Contractor owned prior to the agreement.	Amend to clarify that these relate to IPRs created bespoke for the University and excludes underlying IPR that the Contractor owned prior to the agreement.
22.	RFP ATTACHMENT C Hosted Technology Services Addendum 3. Data Privacy	Section states "*University Data will not be stored outside the United States without prior written consent from the University.*" BibliU places the highest importance on data privacy. All customer data generated	Amend section to allow University Data to be stored outside the US with consent deemed to have been given the University.

		from e-commerce is stored in the USA. Campus instore data is also currently stored in the USA, but this will change in the near term to improve efficiencies whereupon customer data generated instore will be stored in the EU. Additionally, the BibliU platform is operated by its group company from the UK and uses AWS hosting systems based in Ireland. The BibliU platform is UK and EU GDPR compliant. It has achieved UK Cyber Essentials (Plus), SOC2 and TX-Ramp certification. It has continuous monitoring of OWASP top 10 against the BibliU platform. It is not currently possible to choose the location where data is stored, but Bibliu recognizes the importance of data sovereignty and its long term plan is to allow customers to have their data hosted in a location of the customer's choice.	
23.	RFP ATTACHMENT C Hosted Technology Services Addendum 7. Security Breach: b. Liability.	Section sets out all the costs and losses which Contractor must pay University in the event of a security incident. This is uncapped. We would like to agree a supercap here.	Amend to agree a liability supercap.
24.	RFP ATTACHMENT C Hosted Technology Services Addendum 9. Data Transfer Upon Termination or Expiration:	Section requires Contractor to ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination or expiration of the Agreement. Contractor may be required by law to retain University Data.	Amend to add carve out that Contractor may be required by law to retain University Data whereupon it shall ensure such University Data is held securely.

B. Program Objectives

2. Refined Objectives

a. Enhanced Merchandise and Services

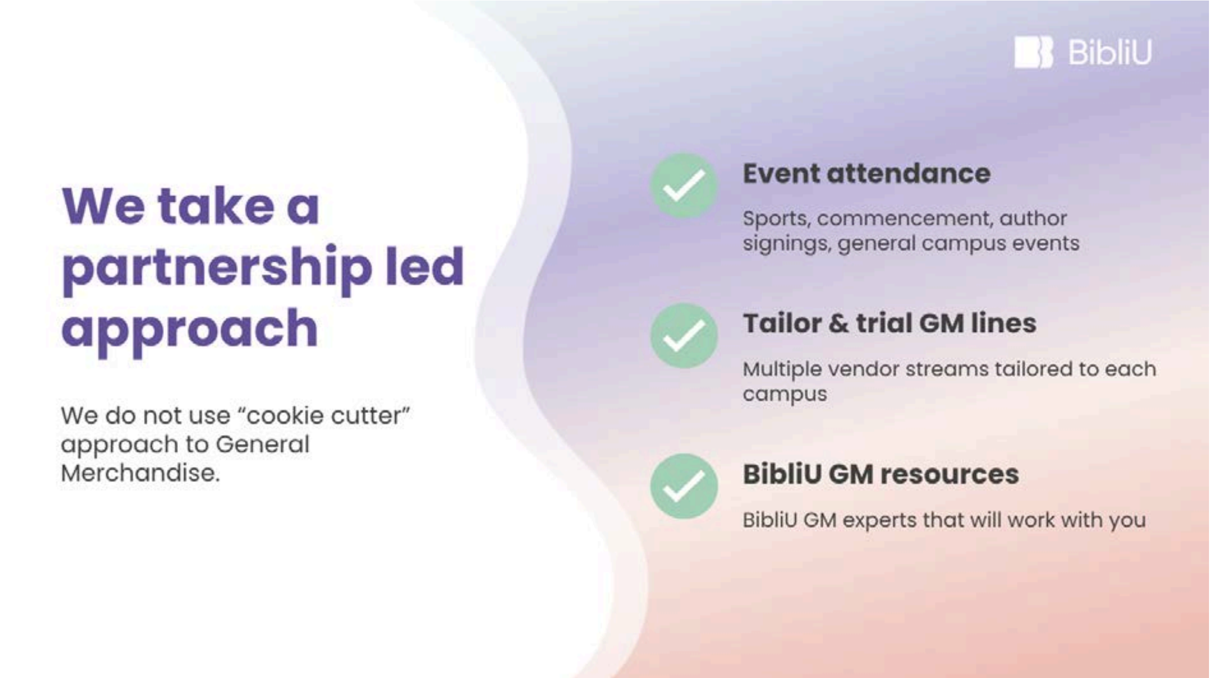
BibliU recognizes the institution's outstanding reputation as a premier school dedicated to student success and having students reach their highest potential. We support the institution's commitment to enhancing the lives of students and the community. We join the institution to provide personal access, supportive and innovative services, and advanced technologies to transform lives, strengthen community, and inspire excellence.

We pledge our support with our every effort, every process, every team member, and every customer we serve. We will responsibly manage the institution's brand identity and focus our strategic marketing efforts to foster good public relations and promote the institution's brand reputation. Our mission is to provide vital resources and services to the institution's academic community.

We don't outsource your branding or clothing and gift ordering to another firm. We keep things in house to make decisions for the institution merchandise store and to ensure your students have great products they can shop for on your site without the limitations on catalogs and minimums that national brands outsource to their third-party vendors. BibliU is here to order and stock the inventory that your campus desires. Your students, your faculty and your staff get to have the products THEY desire. Don't be limited to something that a buyer in another state thinks you should have. Your campus can have the best from top clothing and gift manufacturers at prices considerably less than national brand stores.

With BibliU, your campus can have a bespoke experience with customized selections. Enjoy the best prices and selection and show your campus spirit!

General Merchandise Approach and Philosophy



Strategic planning for physical and e-Commerce stores

For both physical and online stores, we create internal plans based on volume categories to maximize performance. This includes a comprehensive analysis of all product categories, examining margins and turnover rates. Categories that underperform are reduced, while successful ones are expanded to meet demand. Our goal is to offer a balanced selection of merchandise, ensuring a high-quality shopping experience across all platforms.

General merchandise expertise

Our merchandise experts combine market insights and campus-specific feedback to curate a well-rounded assortment that supports academic success and campus life. This includes emblematic apparel, gift items, and practical essentials, all offered at a variety of price points to cater to different budgets. For food categories, we aim to provide innovative and convenient options, promoting healthier choices in line with evolving consumer preferences.

Data-driven adjustments

Using real-time analytics, we continuously monitor sales performance to adapt inventory in response to market trends. This ensures that all merchandise remains relevant, in demand, and competitively priced. Our pricing strategy is supported by annual market basket comparisons with local competitors to maintain affordability and value for the UMW community.

By integrating these strategies with our dynamic merchandise philosophy, BibliU ensures that each campus location receives a customized experience that reflects its unique identity, enhances community engagement, and meets the diverse needs of students, staff, and faculty.

b. Affordability and Student Satisfaction

Our affordable course material options give every student an opportunity to access materials that fit their lifestyle and budget, thus increasing engagement and improving learning outcomes. BibliU's digital, rental, and our industry-leading used books availability guarantees your students pay the lowest price possible.

- We save each student an average of $93.65 per year on course materials.
- 100% of eligible titles are available to rent, saving students up to 83% off the cost of new textbooks.
- We lead academic retailing in providing Dynamic Pricing, fluctuating textbook prices down
- We have long been regarded as the leader in used books with the highest used book ratio in the industry.
- Our first-day access program guarantees every student is prepared with their materials on the first day of class. Our exclusive program includes both traditional print and digital materials.
- Strategic partnerships with OER providers and aggregators like OpenStax, LAD Custom Publishing, and more, let faculty build affordable and engaging custom course materials.
- Faculty can research titles, formats, price comparisons, and find OER materials with our online adoption platform.

Student-Purchased Course Materials

Our first-day access program guarantees every student is prepared with their materials on the first day of class. While Universal Learning is a digital-first model, students will have the opportunity to opt out of the program until the census date. If they wish to have a print copy of a textbook, they can purchase or rent course materials from our BibliU Campus branch. Our program includes both traditional print and digital materials with the goal of maximizing students' value for new, used, rental, and trade books.

Price matching

Our policy is designed to provide students with prices in line with the most competitive market rates by conducting reviews throughout the contract. For example, we match Amazon basic range pricing to ensure students receive similar or more affordable pricing options.

c. Transparency and Academic Collaboration

At BibliU, we believe in empowering store teams to make informed decisions about product selection and merchandising strategies, while aligning with overall company objectives.

Store teams are granted autonomy to recommend and choose products, brands, and merchandise categories that reflect the unique needs of their campus communities. They collaborate with the broader BibliU team to ensure selections align with institutional goals and market trends. This process enables flexibility while maintaining a cohesive strategy across all stores.

For example, store teams can identify locally relevant or campus-specific products, propose new merchandise categories, or adjust inventory to meet seasonal demands. All decisions are subject to a streamlined approval process to ensure consistency in quality and brand alignment.

This balanced approach empowers stores to address their unique audience's needs effectively while leveraging BibliU's industry expertise and operational support.

d. Financial Contribution and Community Engagement

Scholarships

As indicated in our financial proposal, we will provide UMW with annual scholarships to be distributed by the University. The amount is determined by the Access Program chosen.

Special Event Collaboration

BibliU is well-equipped and enthusiastic about collaborating with UMW to create unique, one-time merchandise for special events. Our tailored merchandise strategy prioritizes a partnership-led approach, allowing us to work closely with the university to design and deliver event-specific items that resonate with the campus community. Through our collaborative four-step process—discovery, design, approval, and rollout—we ensure that each product aligns with UMW's vision and reflects the spirit of the occasion. Examples of special and one-time event merchandise include specific shirts for Faculty, championship shirts for athletics, and custom merchandise for special events such as homecoming or parents weekend.

Leveraging our robust vendor network and expertise in merchandise planning, we can quickly source and produce high-quality items for events such as commencement, alumni reunions, and athletic milestones.

C. General

1. Strategies

Our team of industry experts has a wealth of experience from bookstore and retail innovation to education technology, providing innovative insights into all aspects of your bookstore operations and course materials provision. By sharing what we have seen work at various institutions, leveraging our agnostic relationship with thousands of publishers, and utilizing full vertical integration with your LMS, SIS and SSO, we assist you in making data driven decisions that have the greatest impact on affordability, retention, and student success.

To better serve the UMW communities and align with UMW's vision, BibliU proposes innovative solutions and partnerships designed to enhance accessibility, affordability, and the overall student experience. Our approach prioritizes the integration of technology, sustainability, and community-focused services to create a dynamic "Store of the Future."

2. Hours of Operation

b. Regular Operating Hours

BibliU will seek to maintain current store operating hours. In the event that BibliU believes widening or narrowing shop hours would be beneficial to the University, we will work with UMW to determine a mutually acceptable revised schedule.

E. Staffing

1. Managers

a. Candidate Resumes

UMW's Campus Store Manager will be hired upon successful contract award. The Campus Store Manager is highly experienced in all aspects of campus store operations and provides supervision, training, and oversight of the campus store operations and staff. The Campus Store Manager is proficient in all aspects of store operations:

- Policy administration
- Personnel management and leadership
- Course materials management
- Sales and buyback
- Budget and finance
- Inventory control
- Advertising, marketing and public relations
- General merchandise
- Campus relations
- Staff recruiting, training, and development
- Sales records and reports
- Inventory records and reports
- Promotions and advertising
- Campus and faculty relations

Customer service skills are integral for the manager, as they are required to train employees, develop and maintain working relationships with the faculty, staff, administration, and student community. The Campus Store Manager's proven customer service skills must include problem resolution and effective communication.

f. Fostering Positive Relations

A successful vendor-school relationship is built on a foundation of strong two-way communication, adaptability, and a shared commitment to continuous improvement. At BibliU, we prioritize open and clear communication, ensuring that all interactions are efficient and streamlined. As a vertically integrated solution, BibliU eliminates the complexity of dealing with multiple vendors or contacts. Institutions have a single point of contact for all their needs, simplifying communication channels and ensuring clarity at every level.

We establish a regular meeting cadence tailored to the institution's needs, encompassing operational updates, strategic reviews, and executive-level discussions. BibliU goes further by offering direct access to our C-level executives, ensuring that decision-makers from both sides are aligned and engaged in driving mutual success.

Adaptability is another cornerstone of our approach. BibliU's track record of tailoring both service and technology solutions to the evolving needs of our partners sets us apart. We combine a boutique, personalized mindset with the operational capability to deliver at scale, providing institutions with the best of both worlds.

A critical component of our successful vendor-school relationships is BibliU's consultative approach, led by our team of in-house experts with extensive industry knowledge. This approach enables us to bring forward best practices from the education and retail sectors and align them with the specific strategies and goals of UMW. By collaborating closely with your team, we tailor our solutions to serve UMW in the way that best fits your needs, whether it's a hybrid bookstore model, a fully virtual approach, or something in between. This flexibility ensures that our partnership evolves in tandem with your institution's preferences, driving both operational success and an enhanced student experience.

Finally, a key element of success is our commitment to data-driven decision-making. We establish clear KPIs and regularly review performance metrics to refine strategies in collaboration with the institution. Whether it's improving student engagement, enhancing affordability, or optimizing operations, our approach ensures that decisions are informed by actionable insights and a shared focus on achieving long-term goals.

Together, these elements—effective communication, adaptability, and a results-oriented mindset—create a partnership that is not only functional but thriving, enabling the institution and BibliU to work hand-in-hand toward shared success.

Gathering Student Input

BibliU gathers input from students on their preferences for course material formats and pricing through surveys, focus groups, and pilot program feedback, ensuring that student voices are central to our course material strategies. For example, in a pilot at Iowa Western, 98% of students indicated their preference for a full rollout of digital materials, highlighting the growing demand for affordable, accessible digital solutions.

Historically, print has often been the default format for course materials, with digital provided as an option by some faculty. BibliU takes a different approach by making digital the default. This ensures that all students have equal access to the cost-saving and convenience benefits of digital course materials from day one. Students are then empowered to make an informed choice—staying with digital or opting for print if they prefer.

This approach not only provides equitable access but also creates opportunities for open dialogue with students about their needs and preferences. By continuously engaging students and analyzing their feedback, we align our offerings with their expectations, promoting affordability and accessibility across the board.

Student Engagement Initiatives

To pilot student engagement initiatives like merchandise design contests or pop-up stores, we would first define clear objectives, such as testing new product ideas or increasing brand visibility, with measurable goals like participation rates or sales figures. Collaborating with student organizations or design classes, we'd invite students to contribute ideas, such as submitting designs for campus-branded merchandise, offering prizes or showcasing winning entries in-store. These initiatives would be promoted through social media, email campaigns, campus newsletters, and posters in high-traffic areas. For pop-up stores, one example could be setting up temporary locations at athletic events, allowing fans to grab last-minute fan gear, exclusive event-themed merchandise, or special discounts. This would be just one example of many opportunities where pop-up stores could enhance the experience, whether it's at events, in high-traffic areas, or seasonal campus festivities.

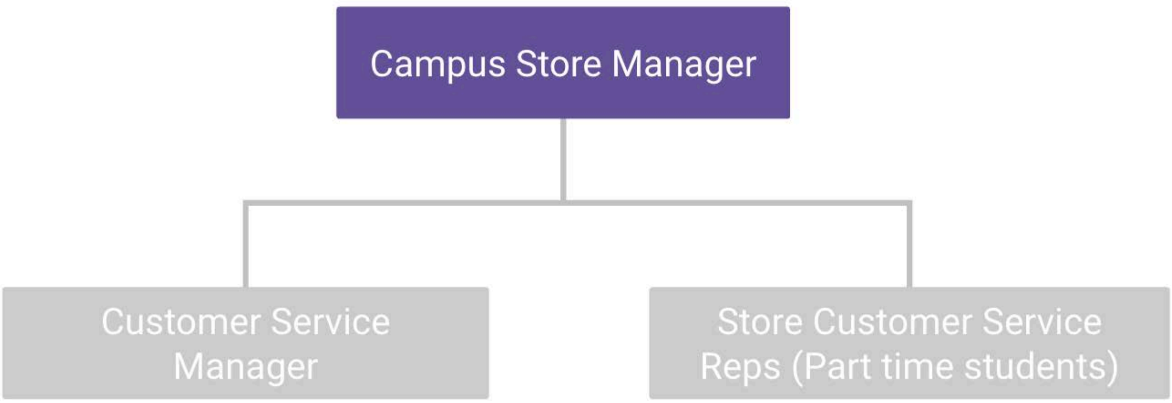
2. General Staffing

a. Staffing Strategies

To ensure consistent product availability and timely delivery, especially during peak seasons or periods of high demand, BibliU employs a robust, tech-enabled infrastructure paired with strategic operational practices.

BibliU uses historical sales data and forecasting tools to prepare for peak seasons such as the start of semesters or back-to-school periods. By aligning inventory levels with anticipated demand and leveraging our centralized distribution capabilities, we mitigate stock shortages and delays. Additionally, our systems facilitate automated reorder processes, ensuring essential items remain available during critical times.

b. Staffing Chart



Students have many choices when they shop for course materials, supplies and logo merchandise. Campus store leadership and staffing is a top priority to protect your market share and give students the service they expect. Excellent service and line management at checkout begins with our corporate dedication to service and budget mandates to ensure ample staffing levels.

BibliU provides top quality, local management and staff with skills and experience to ensure customer satisfaction, excellent rapport with your academic community, and a successful business operation. Part time and student staffing is subject to fluctuation throughout the year as-needed in order to meet customer purchasing demand, traffic, and the needs of your academic and event calendar.

c. Compensation Guidelines

BibliU offers competitive salaries and a benefit package designed to retain and reward those who truly make a difference on their campus. In addition to an annual salary, store managers and course material managers are offered a generous bonus program based on meeting certain metrics and goals that have been mutually determined.

d. Staff Recognition and Reward

Our employees are given generous opportunities for professional growth, financial incentives and rewards, attractive salaries, bonuses, health benefits, and retirement savings plans. We offer a full menu of health, life, dental, vision, accident and disability benefits.

e. Minimum Qualifications

Campus Store Manager

The Campus Store Manager serves as the front-line liaison to the school, ensuring prompt and easy access to company leadership. They work cooperatively with the regional manager to recruit, hire, and develop a core team of employees, ensuring their qualifications and skills meet company and UMW standards. The Campus Store Manager enforces company and school policies and has ultimate oversight and execution of all aspects of the company's retail and service operation. The Campus Store Manager is responsible for the implementation of the merchandising plan, product mix, inventory levels, display, signage, and sales promotions. The Campus Store Manager monitors the campus activities calendar and helps plan special events and sales. The Campus Store Manager must be up to date on current product trends and able to identify opportunities as they pertain to the campus store environment. Additionally, the Campus Store Manager helps establish rapport with vendors and ensures ample variety of merchandise available for website sales.

Campus Store Manager Qualifications

The Campus Store Manager is highly experienced in all aspects of campus store operations and provides supervision, training, and oversight of the campus store operations and staff. The Campus Store Manager is proficient in all aspects of store operations:

- Policy administration
- Personnel management and leadership
- Course materials management
- Sales and buyback
- Budget and finance
- Inventory control
- Advertising, marketing and public relations
- General merchandise
- Campus relations
- Staff recruiting, training, and development

- Sales records and reports
- Inventory records and reports
- Promotions and advertising
- Campus and faculty relations

Customer service skills are integral for the manager, as they are required to train employees, develop and maintain working relationships with the faculty, staff, administration, and student community. The Campus Store Manager's proven customer service skills must include problem resolution and effective communication.

Customer Service Manager

The Customer Service Manager at the campus store oversees all aspects of customer service, including interactions at the checkout till. This role involves ensuring customers receive prompt, friendly, and efficient service while addressing inquiries, concerns, or issues they may have. The Customer Service Manager also trains and supervises checkout staff, maintains checkout procedures, and monitors transaction accuracy. Additionally, they play a key role in managing customer feedback and implementing strategies to enhance the overall customer experience.

Store Customer Services Representatives

Store Customer Service Representatives play a vital role in supporting the Customer Service Manager, particularly during peak times, at the campus bookstore. Their responsibilities include assisting customers with inquiries, processing transactions at the checkout till, restocking shelves, and maintaining the cleanliness and organization of the store. They contribute to creating a positive shopping experience by providing friendly and efficient service to customers, addressing their needs promptly, and ensuring their satisfaction.

As part of our commitment to education, the institution's students will be given employment opportunities whenever possible. Students and other temporary staff work under the direction of the store manager. Our in-store signage includes employee recruiting advertisements.

Regional Manager

Store managers are not left alone to decipher policies, procedures, and day-to-day operations. Our stores have the unique benefit of frequent visits and training from corporate leaders. Regional managers are tasked with twelve or fewer stores in which to provide oversight. Our regional manager is closely involved with your manager, assisting in hiring, training, textbook procedures, merchandise selection, faculty relations, and a multitude of other critical service requirements. Corporate oversight visits are also a time when critical performance standards are audited. Each visit is documented with a store visit report. Finally, the Regional Manager will set up a meeting with administration at least six times per year to discuss bookstore operations and obtain feedback.

g. Staff Attire

BibliU's dress code requirements are best described as business casual, with the following specifics:

- Jeans are permitted
- Associates are encouraged to wear school colors and spiritwear
- Only closed toe shoes are allowed

BibliU affirms that all personnel will be appropriately attired in approved uniform, with a visible name tag, and University-issued ID (UMW EagleOne Card).

m. Personnel Training

Campus Store Representative Training

Campus store employees are the front line of service to grow a base of loyal repeat customers. As such, our training prioritizes improving the customer experience.

Our comprehensive education program includes product knowledge, store appearance, service quality, personnel management, communication skills, store operations, marketing, textbook management, merchandising, computer hardware, and industry-specific software. In addition to our custom-designed training courses, our employees participate in vendor training, trade association seminars, and personal growth programs.

Campus store employees receive ongoing training from corporate trainers, regional managers, and from programs offered on our private Intranet. Store employees are regularly updated on product and service offerings, including changes in federal regulations and local institutional requirements.

Manager Training

BibliU University, the company's manager training program, is the cornerstone of our management success. Curriculum centers on strategic store processes including:

- Course Materials
- Personnel Management
- Customer Service
- Financial Management
- Merchandise Management

- Asset Protection
- Accounting and Reporting
- Campus Participation and Marketing

Networking opportunities abound as managers get to connect with team members from other stores. Lifelong personal and professional relationships are developed from this interaction. Collaborative and creative conversations also provide avenues for sharing best practices and possible new initiatives.

3. Internships

BibliU has established a Student Ambassador program, in which students are selected to train their peers on BibliU's platform and its benefits. In return, Student Ambassadors receive vouchers and access to our team for training and career development advice. If desired, BibliU would be happy to work with UMW to develop a training or internship program for UMW students.

F. Customer Service

1. Customer Service Philosophy

BibliU prides itself on its personal relationships with institutions, faculty, and students. As a partner of BibliU, UMW can pick up the phone or email your Dedicated Success Team at any time. Additionally, BibliU is built by students, for students. Our product team is in constant dialogue with students, faculty and administrators to ensure that the roadmap is continually improving the student experience and automating institutional workflows. All team members, including executives, are required to meet customer satisfaction benchmarks. Performance is monitored by a contracted assessment firm, company management, and by our customers.

2. Evaluating and Ensuring Excellence

To evaluate the success of a new campus store and its impact on the student experience and sense of belonging, BibliU employs a set of key performance indicators and feedback mechanisms:

- **Sales performance:** By comparing sales figures to historical levels, we assess how well the new general merchandise lines and items resonate with students. Increased sales indicate higher engagement and satisfaction with the store's offerings, reflecting its ability to meet the needs and preferences of the campus community.

- **General merchandise review sessions:** BibliU collaborates closely with the institution's designated GM group, conducting review sessions to gather qualitative feedback. These sessions allow us to understand the campus community's opinions on product selection, identify areas for improvement, and implement changes to enhance the store's appeal and relevance.
- **In-person executive review:** Within six months of the store's transition, we hold an in-person meeting with the institution's executive team to review overall performance. During this session, the team provides a Net Promoter Score (NPS) to measure satisfaction with the store's operations, product selection, and contribution to student experience and belonging.
- **Receipt surveys:** BibliU also includes surveys on transaction purchase receipts, allowing students and customers to provide immediate feedback on their experience. Surveys contain questions associated with products, selection, service, hours of operation, store appearance, and other related issues.
- **Campus outreach:** To ensure that the campus store has ample and effective communication with campus administrators and faculty, the campus store manager's responsibilities include regularly scheduled meetings with the campus contract administrator and key faculty and staff. Each personal communication is followed by written documentation for the store file, and a response to the campus contact. The communication record serves as a tool to keep abreast of the campus concerns and acts as a record of issues discussed, opportunities identified, and the campus store's planned action or response.
- **Quality Assurance Committee:** The committee is a focus group made up of students, faculty, administration, and campus store management, gathered to provide valuable customer feedback and suggestions for campus store improvements and additional services. The committee facilitates essential communication between BibliU and the campus, thus providing a mechanism to ensure that we are meeting the needs of the community.

3. Engaging with Campus Stakeholders

BibliU engages faculty in exploring alternative course material formats and models through a combination of data-driven insights, structured change management processes, and robust training programs. As a tech-driven business, we empower our partners with unprecedented visibility into content usage through self-serve dashboards. These tools provide live insights into how course materials are being utilized by students and cohorts, enabling data-informed decision-making.

Our approach is led by Dr. Malinda Daniel, BibliU's Director of Change Management and a former Director of Education Innovations at a Community College. Dr. Daniel has developed a comprehensive framework rooted in her firsthand experience of integrating BibliU within an academic setting. Faculty are invited to participate in this program, where they receive training on how to interpret and utilize BibliU analytics. These analytics help faculty identify high-performing content—materials that are heavily read by students and offer good value for money—and flag materials that may not be delivering the desired outcomes.

For underperforming materials, we collaborate closely with the college to implement best practices for embedding content into the curriculum effectively. Additionally, we provide support for replacing low-value content with existing Open Educational Resources (OER) or self-authored materials that align better with course objectives. Faculty also gain access to our extensive catalog of over 3 million content items through our adoptions tool, which can be customized with approval workflows for certain staff members.

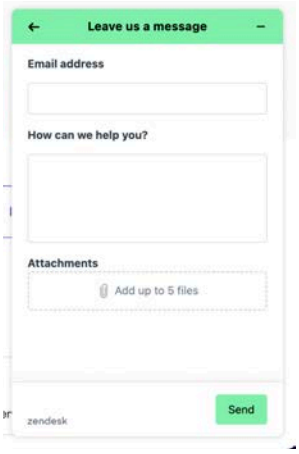
This iterative process can be conducted annually, allowing the college and faculty to continuously refine content selections and maximize the value of course materials. By combining actionable data, personalized training, and access to a vast repository of resources, BibliU ensures that faculty are well-equipped to explore and adopt alternative formats and models that enhance affordability and academic success.

4. Customer Service Capabilities and Contact Methods

BibliU has a market-leading student Net Promoter Score (NPS) of 70 and an institutional NPS of 57, with a score over 50 being classified as amazing. NPS signals to the company's board and executives how well customers feel their needs are being met. In order to continue improving its services, BibliU sends quarterly surveys to all students and institutional staff to ask for feedback and track its NPS.

Under 1 Hour **First reply time to issues and queries**	**Under 2 Days** **Full resolution time for issues and queries**	**95%** **Customer satisfaction rating**	**99.8%** **Or above platform uptime**

Chat and Email



All BibliU users and administrators have 24/7 access to service support via our Live Chat. This is staffed at all times by a roster of experienced, specialized engineers. Administrations and users can access help via the in-app chat or the support@bibliu.com email, manned by BibliU's technical team. BibliU's technical team is available 24/7 via chat and email, with core support hours from 9:00 am - 6:00 pm ET. For complex issues outside of core hours, BibliU offers a next-morning response.

Virtual Meetings

You will receive a dedicated Customer Success Manager, who is the key point of contact for your administrators. Your Customer Success Manager will work with you to establish a series of bi-weekly calls and quarterly business reviews. These calls and reviews will be used to gather and discuss feedback. Additionally, your Customer Support Manager will be available for video conferences or phone calls during your go-live period and Monday to Friday 9:00 am to 5:00 pm ET.

Escalation Procedures

BibliU maintains strict policies to ensure robust support is available in the event that we fail to meet expected performance levels. Escalated incidents are prioritized as indicated below.

Priority 1 Incident We resolve to acknowledge receipt of the issue within one hour, provide status updates every two hours thereafter (unless a different frequency of updates is mutually agreed upon on a per-incident basis), and use commercially reasonable efforts to fix such an incident within one hour after notification of the incident.
Priority 2 Incident We resolve to acknowledge receipt of the issue within one hour, provide status updates every two hours thereafter (unless a different frequency of updates is mutually agreed upon on a per-incident basis), and use commercially reasonable efforts to fix such an incident within four hours after notification of the incident
Priority 3 Incident We resolve to acknowledge the receipt of the issue within 24 hours, provide status updates every 24 hours thereafter (unless a different frequency of

updates is mutually agreed upon on a per-incident basis), and use commercially reasonable efforts to fix such an incident within 72 hours after notification of the incident.
Priority 4 Incident BibliU will respond and/or resolve as soon as possible or within a timeframe as mutually agreed upon on a per-incident basis. The dedicated Project Manager will also escalate to the Customer Success Director and Chief Operations Officer where required as further points to escalation.

Online Help Center

The BibliU app includes a link to online help, which includes "how-to" guidance in written and video formats. The online help site can be found at https://support.bibliu.com/hc/en-us.

- Student support includes an introduction to the app; how to bookmark a page, how to use text-to-speech, how to create references, etc.,
- Institution support includes topics such as how to create sample copies, how the checkout process works, information about integrations, etc.

Customer Support survey

For every interaction with our Support Team, BibliU provides an opportunity for the requester to rate the interaction and provide feedback. Our Support Team regularly collates the feedback received per institution and categorizes it based on the topic of the request in order to measure at scale what topics are driving the most requests so solutions such as targeted support articles or product adjustments can be put in place.

BibliU is built by students, for students. Our product team is in constant dialogue with students, faculty and administrators to ensure the roadmap is continually improving the student experience and automating institutional workflows.

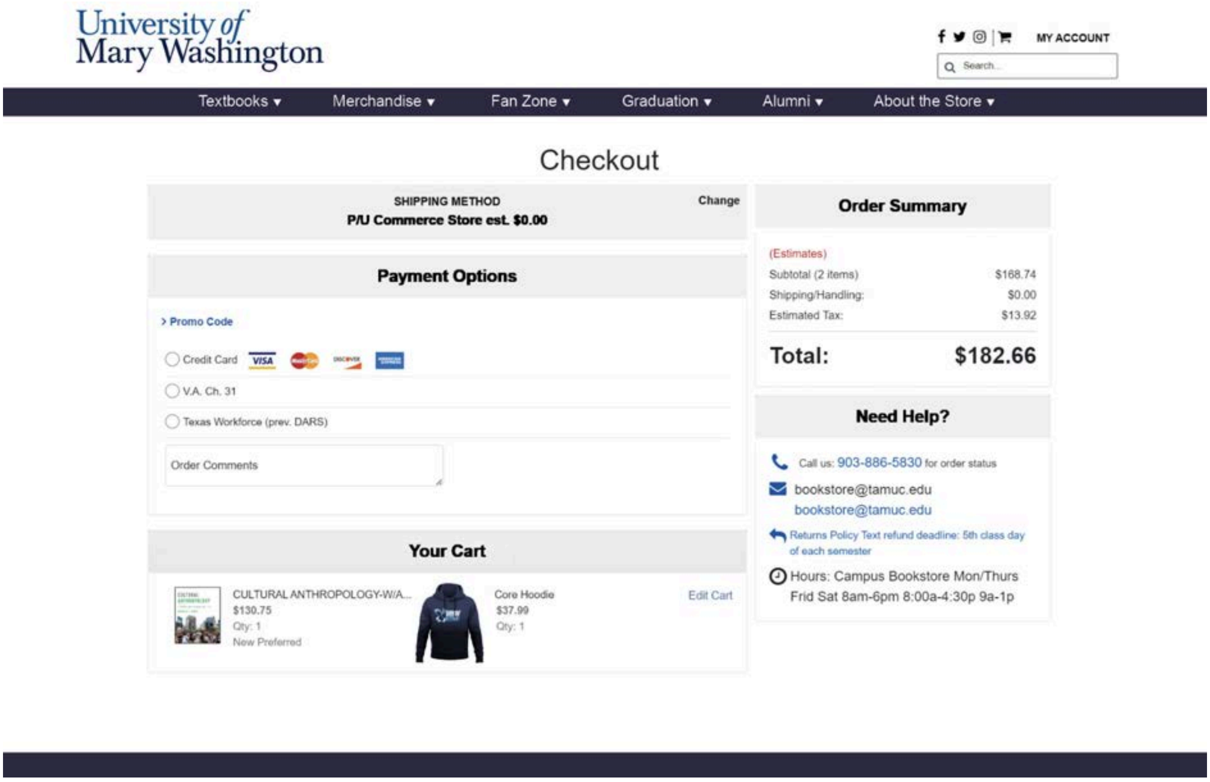
5. Digital Platforms for Order Management

State-of-the-Art Distribution Center

BibliU operates a 42,000-square-foot distribution center in Greenville, Texas, housing over 250,000 titles. This facility is equipped with state-of-the-art systems capable of processing over 5,000 shipments daily. Orders are processed on the same day they are received, ensuring fast dispatch and shipping to campus stores. This streamlined operation supports efficient order fulfillment, minimizing delays during high-demand periods.

Managing Orders Online

Your campus store website will integrate with the campus registrar system, which provides the convenience of purchasing books when students register. Immediately after registration, students can then view their courses and required texts, and with one click, are ready for checkout. BibliU offers users the ability to update, edit, and delete items in their digital shopping cart.



G. Assessment

1. Customer Surveys

BibliU includes surveys on transaction purchase receipts, allowing students and customers to provide immediate feedback on their experience. Surveys contain questions associated with products, selection, service, hours of operation, store appearance, and other related issues.

BibliU gathers input from students on their preferences for course material formats and pricing through surveys, focus groups, and pilot program feedback, ensuring that student voices are central to our course material strategies. For example, in a pilot at Iowa Western, 98% of students indicated their preference for a full rollout of digital materials, highlighting the growing demand for affordable, accessible digital solutions.

Historically, print has often been the default format for course materials, with digital provided as an option by some faculty. BibliU takes a different approach by making digital the default. This ensures that all students have equal access to the cost-saving and convenience benefits of digital course materials from day one. Students are then empowered to make an informed choice—staying with digital or opting for print if they prefer.

This approach not only provides equitable access but also creates opportunities for open dialogue with students about their needs and preferences. By continuously engaging students and analyzing their feedback, we align our offerings with their expectations, promoting affordability and accessibility across the board.

2. Sharing Survey Results

BibliU affirms it will commit to sharing survey results and other relevant performance metrics with UMW Business Services.

3. Addressing Complaints

We continually monitor key operation and service satisfaction in order to track and refine campus store operations. By researching and comparing metrics from similar colleges and universities, we ensure operational efficiency and identify opportunities for growth and improvement. Service quality is measured and benchmarked to ensure assessment of every aspect of service, staff development, and performance.

4. Resolving Performance Issues

In addition to our Support team available 24/7 for faculty, staff, and students, UMW will be able to rely on a dedicated Customer Success team, available Mon-Fri 9am to 6pm, comprising of:

- A dedicated Customer Success Manager (Brian Jacobs), responsible for day-to-day coordination with the Faculty and Staff, as well as training for both Faculty and Students.
- A dedicated Project Manager (Charlie Capalbo), in charge of coordinating BibliU technical teams to ensure the smooth implementation and ongoing operation of the project.
- Dedicated Account Executive (Ginny Conners), who will oversee strategic conversations with UMW.
- A dedicated bookstore Manager (hired post contract award), in charge of the smooth operation of the bookstore. They will be supported by a Regional Manager who will set up a meeting with administration at least six times per year to discuss bookstore operations and obtain feedback.

H. Course Materials

1. General

a. Course Material Services

Supported Materials

BibliU partners with more than 3,000 content providers and has more than two million digital assets. The BibliU catalog consists of a wide range of textbooks for general disciplines, technical and vocational textbooks, OER, courseware, and monographs for highly specialized disciplines. BibliU's publisher agreements enable it to fulfill content for a wide array of programs, including vocational and technical programs. BibliU has fulfilled 99% of the content at the University of Phoenix and Grand Canyon University.

Digital First (eBooks)

BibliU Universal Learning lowers the cost of higher education by providing textbooks and courseware at a low flat fee of $68 per student, per text. On average, Universal Learning reduces student costs on course materials by 30-50%.

BibliU is proposing a digital-first model in order for students to receive their course materials through their LMS, thereby eliminating the need to shop around for used or rental physical copies.

If certain titles are not available in a digital format, BibliU Campus will provide printed course materials as part of the Universal Learning program. The price for titles in print format will be included in the Universal Learning flat fee.

If a student prefers a physical book of a title that is available digitally, BibliU Campus will make printed copies available for purchase or rent, and will facilitate the provision of digital tests, and custom course packs. BibliU will gladly support faculty that wish to create their own course packs, either using their own content or published material. Faculty can include a variety of materials in their course packs, such as textbooks, workbooks, study guides, and software.

For example, BibliU partnered with South Piedmont Community College (SPCC) in Monroe, NC. SPCC brought BibliU Universal Learning on board as part of their new Learning Reimagined initiative. The initiative holistically reimagined the entire learning experience, implementing BibliU and a new earning management system and streamlining measures to mitigate access issues.

Textbook Rental Program

BibliU's rental program brings the best of affordability (many titles with a 50% savings over new book pricing), market share retention, and great customer service to the student consumer. Convenient purchase transaction technology (point-of-sale) allows students to combine rental transactions with purchases in the same transaction. Rental information is stored for the customer so that repeat rental transactions are a breeze.

Rental Returns

Rentals are good for the entire semester and due back to the campus store on the last day of finals each term. Students who rented materials receive two text reminders that their rentals are due prior to the deadline. Additional reminders are also posted on all social media outlets. Students with outstanding rentals past the deadline will receive an additional text reminder stating that they will be charged for the materials if not returned within the five-day grace period. We will share the list of non-returned rentals with the institution if desired.

Rental Extensions

Oftentimes students who rent a textbook later decide to purchase the book for use in their personal reference library, or for use in a multi-term course. To ensure the student receives credit for the funds already spent for the rental, we convert the rental to a purchase. Converting to a purchase opens up the buyback option when the student is finished with the book. Extending the rental for a second term is also a very simple transaction.

Supply Kits for Materials, Equipment and Clothing

BibliU brings a wealth of experience related to supply kits, with one of our most popular services being our Supply Kit Program. Faculty who require specific clothing and supplies can adopt all the materials as a kit. We will sell the supplies as a one-price package. Our supply kits guarantee that each student uses standardized supplies, specified by the faculty. Your BibliU Campus contact will provide a list of vendors, or we will use those provided by the faculty. Some of our most popular kits include:

- Nursing
- Drafting
- Art
- Geology
- Culinary
- Engineering

By working with individual departments BibliU is able to source globally and locally to fulfill kit item selection with curated items specifically requested by your faculty.

By working with faculty well in advance of the start of classes we can ensure timely fulfillment and minimize any out-of-stock situations by ensuring we warehouse key items in store for easy re-supply.

2. Student and Faculty Academic Materials and Services

a. Custom Publishing and Course Packs

BibliU will gladly support faculty that wish to create their own course packs, either using their own content or published material. This offers an economical alternative to publisher bundles. Faculty can include a variety of materials in their course packs–textbooks, workbooks, study guides, software, access codes, electronics, equipment, uniform/clothing, supplies, and even used books. By bundling the course materials in the store, the students are guaranteed the lowest price on the required items.

BibliU works closely with faculty to publish their material and establish a price that's reasonable for students. BibliU partners with LAD Custom Publishing, a leading course pack company in the US with the most experienced team in the industry. LAD provides full-service copyright clearance, and their course pack platform offers simple yet unique print and digital solutions. LAD will create a custom cover and supply a high-quality, print-ready master file for print production. LAD offers a virtual, centralized platform to produce and deliver secure digital versions of faculty's custom content. Students get to choose their preferred digital delivery method to access their course materials.

Copyright compliance is observed with locally printed materials. This process is accomplished on an individual basis per pack by OnCourse either through Copyright Clearance Center, a specific copy outlet (if that outlet has in-house capability), or through a third-party clearing house.

b. HEOA Compliance

BibliU has measures in place to ensure that we and our partners comply with the requirements of the Higher Education Opportunity Act. For instance:

- Our technology ensures that we apply the DRM rules, including file sharing, copying, pasting and printing, that the publisher/copyright holder has set forth.
- Our technology strictly follows the download limitations that the copyright holder has set forth.

- We quote a flat fee to the institution to help them increase transparency regarding the cost of attending college.

c. Registration Integration

BibliU facilitates linkage for seamless navigation between the UMW ".edu" site and our store web pages. Being able to take a student from registration to class selection and then to book ordering provides conveniences to meet the needs and expectations of the student consumer. This integration can be handled in multiple ways, either by course mapping of current catalog setups or by integrating a unique course identifier from the school.

BibliU makes it easy and convenient for students to use their financial aid for in-store and online purchases. Our financial aid solution, integrated with the point-of-sale system, accepts federal, state, local, and third-party aid, including Pell, vocational rehabilitation, and employer grants. BibliU's advanced technology synchronizes funding specifications including effective dates, taxability, merchandise type, reporting and billing. Additionally, the system supports multiple awards per student, split-tender, tax-specific processing by award type, award hierarchy, and funding compliance management.

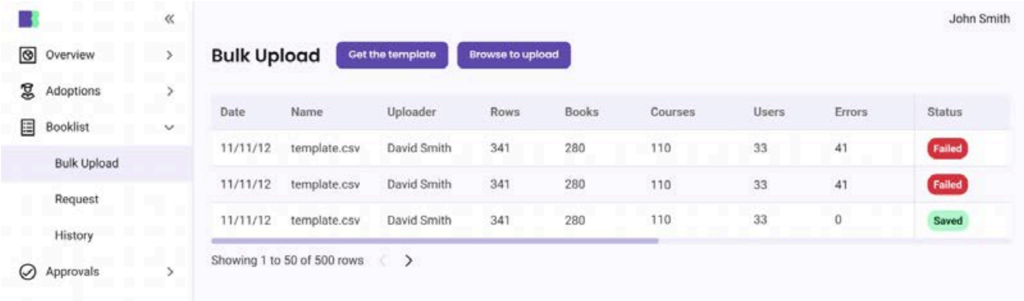
Our financial aid integrated technology provides a seamless handoff of store transactional data directly from the store to the bursar's office, eliminating the need for manual entry or intervention. The daily transfer of information updates student account balances to prevent the unintended overspending of financial aid funds, and credits student accounts and the financial aid source fund balance, allowing students to reuse financial aid funds immediately. Customized electronic reconciliation, reporting, and billing can be specified by UMW, including supporting transaction details.

BibliU will work with UMW key personnel in the weeks leading up to the store transition to ensure all technology is active and functional from the first day of operations.

d. Course Material Adoptions

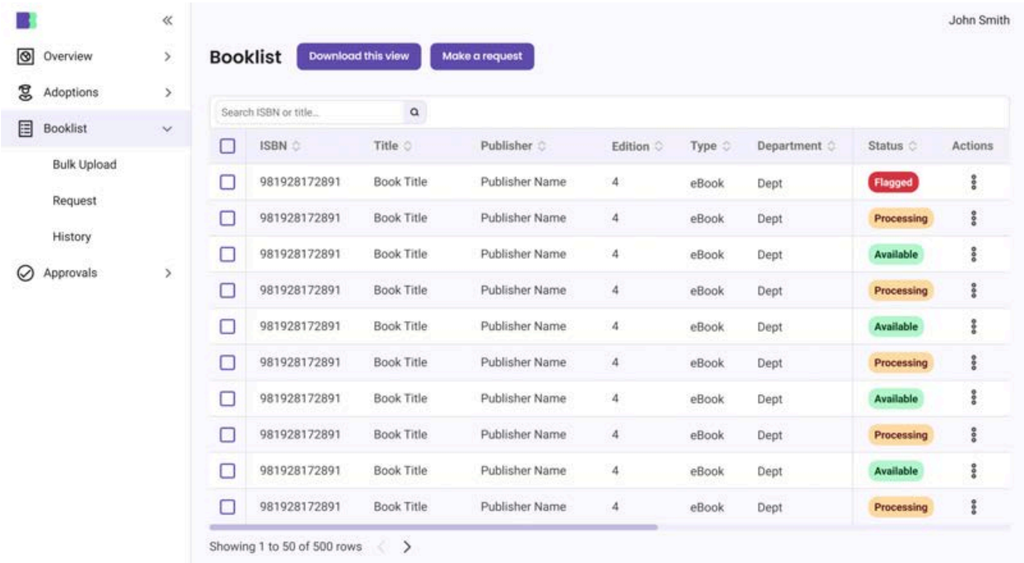
BibliU's adoption process is designed to be streamlined and efficient. Here is a summary of how it works:

Step 1: The institution provides a CSV list of chosen materials collected from faculty, including the publisher, edition, and any required courseware.

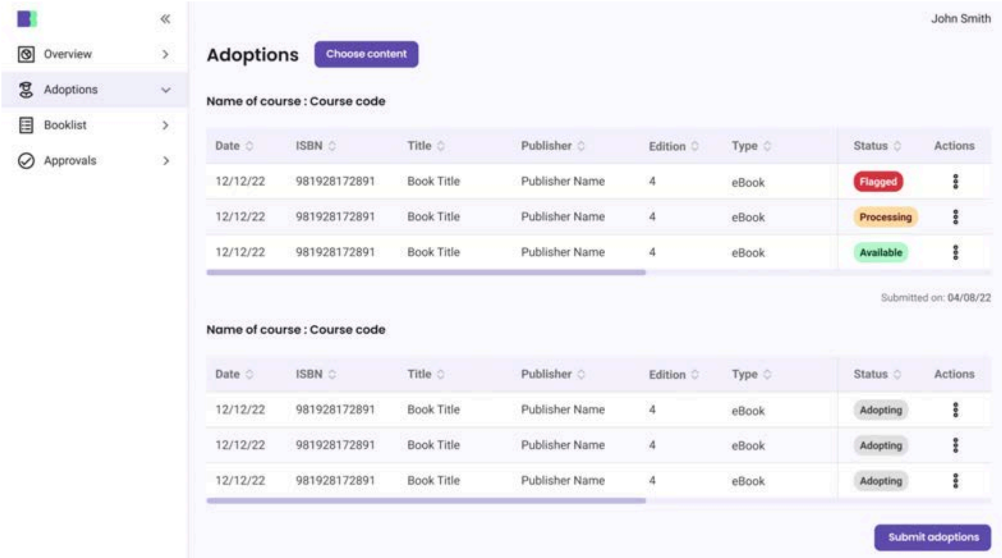


Bulk uploading past adoptions enables an institution-tailored library of content to be created instantly.

Step 2: BibliU processes the upload and notifies the team to review the content. The team sources the necessary content from publishers. The Booklist dashboard is automatically updated to reflect the status of each adoption.

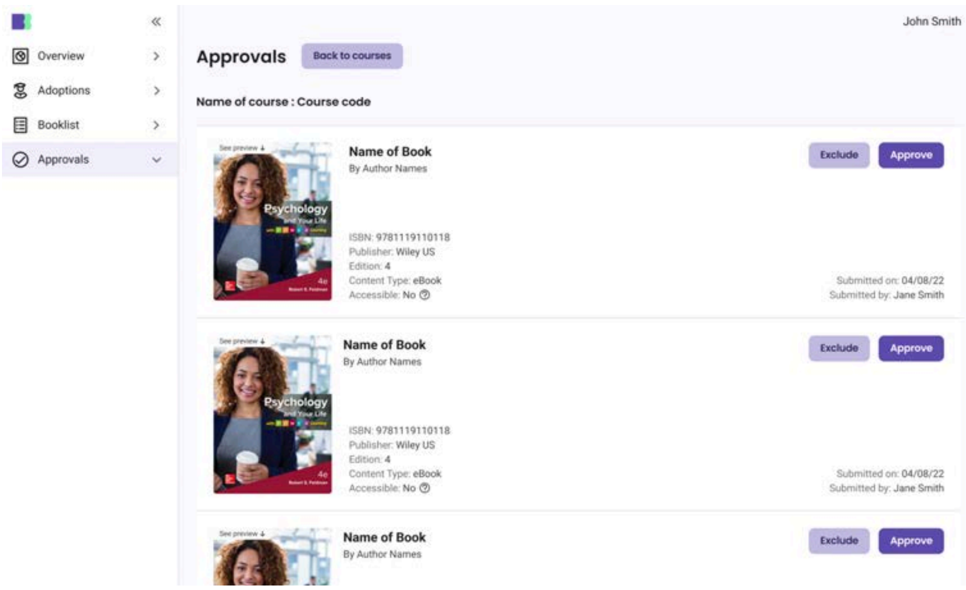


Step 3: Faculty members curate their own content and submit adoptions for internal approval within the BibliU Adoptions Tool. The faculty members can view their own courses and review the titles which have been associated with those courses as part of the booklist upload.



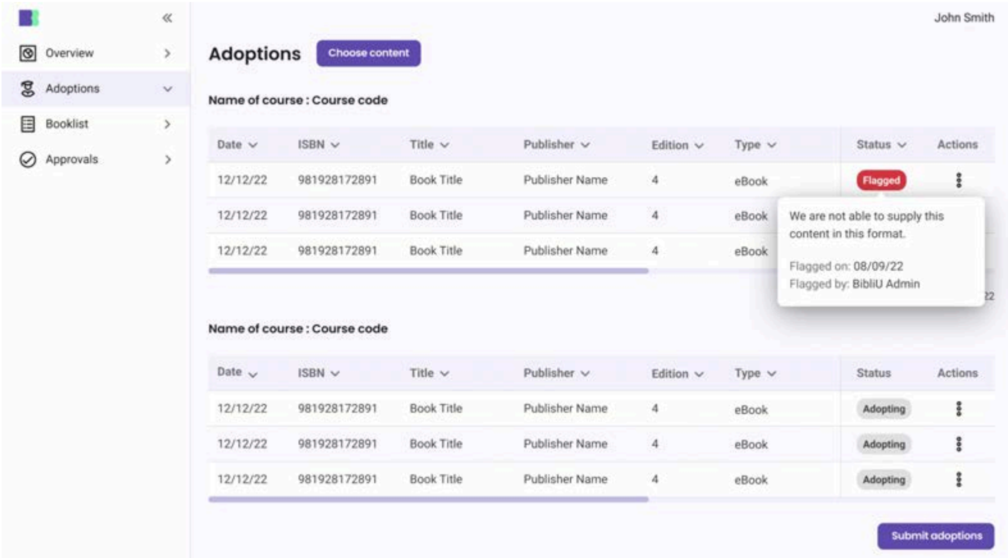
A faculty member specific dashboard allows staff to see their own adoptions.

Step 4: Staff can search a catalog of over two million titles, instantly view the digital version, share inspection copies, and request new titles to be sourced. BibliU's catalog includes publisher textbooks, Open Education Resources, courseware, and research materials.



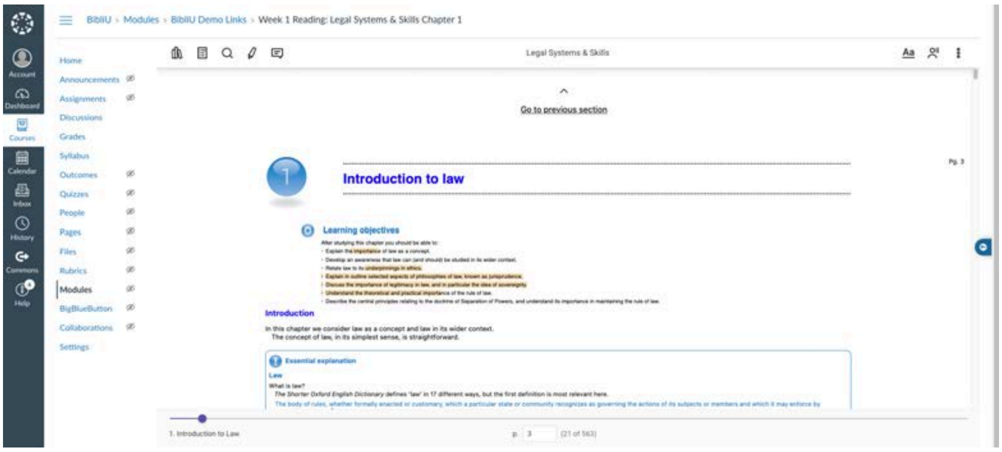
Course/department managers have final control over adoptions made by their faculty.

Step 5: Faculty have the freedom to request any content they wish to adopt. The Faculty member specific dashboard allows staff to see their own adoptions.



Adoption dashboard is automatically updated to reflect the state of each adoption.

Step 6: Our student reader offers a digital interface for students and staff to interact with course materials. This integrates with your LMS to deliver a single point of entry to content.



Content is linked directly to the student's course on their Learning Management System (Shown here in Canvas)

Throughout this process, BibliU's adoption tool ensures that adoptions are never the cause of delayed access to content for students, and the entire experience is digitized and automated where appropriate. This means that adoptions are delivered quickly and accurately, with visibility for faculty over their adoptions, for continually smoother implementations. A list of adopted materials can be shared with UMW Simpson Library staff for each semester and summer term.

e. Publisher List

BibliU ensures seamless access to publisher courseware via automated access codes provided to BibliU by publishers. BibliU then uploads access codes into our database. These codes are associated with an ISBN and when that ISBN is made live for a course, any new student in that course that clicks the book will be assigned a new unused code which can be copied and used on the publisher's site. This allows students to have seamless access to courseware directly through their LMS and BibliU, without requiring a separate workflow.

List of publishers with automated access codes

BibliU has automated code delivery feeds and setup for the below publishers:

- Aktiv Learning Inc
- Amatrol
- AME
- BVT Publishing
- Cambridge Business
- Catalyst Education
- Cengage
- Cybertext
- Ellsworth
- Elsevier
- Enov Piano
- F.A Davis
- Flatworld
- Human eSources
- Human Kinetics
- ICEV
- JBL
- Keyboarding Online
- Lab Learning
- Labster
- Labyrinth Learning
- Lingro Learning
- Lumen Learning
- NDG
- OSHA
- Oxford University Press
- Pearson
- Stukent
- TERP
- Test Out
- Tooling U
- Top Hat
- Townsend Press
- Visible Body
- Vista Higher Learning
- Wolters Kluwer
- Work In Sports
- WW Norton
- Zybooks

Additionally, BibliU grants access to McGraw Hill and Wiley courseware platforms via LTI.

f. Sourcing and Distribution Methods

BibliU ensures that campus store systems are integrated and allow for multiple shipping, campus specific pick up locations, and centralized inventory management with global in-stock visibility for the store.

Fulfillment of Customer Orders and Package Distribution

Materials can be shipped directly to the student or to a central location on campus for pick up.

Integrated Logistics and Operations

BibliU is setting the pace with advanced technologies to improve store efficiency and enhance customer service. All operational back office and customer-facing programs are integrated to provide the most up to date information to all constituencies. This allows us to customize the web and point-of-sale interfaces to address the specific day-to-day needs of both the customers and customer service employees. Systems will easily integrate with student financial aid accounts either in a system integrated format or with a side-by-side solution utilizing secondary campus hardware.

All systems are hardened and PCI compliant and subject to constant review of best practices in data protection and infrastructure security.
Through the Catalog Management interface, users can gather line-by-line information related to textbook information, including ISBN, title, author, retail cost, with the ability to download and export data to publish.
BibliU ensures that we and our partners comply with the requirements of the Higher Education Opportunity Act. For instance:

- Our technology ensures that we apply the DRM rules, including file sharing, copying, pasting and printing, that the publisher/copyright holder has set forth.
- Our technology strictly follows the download limitations that the copyright holder has set forth.

3. Pricing

a. Affordability

i. Pricing Strategies

BibliU prices its course materials according to the following guidelines:

- The selling price of new textbooks purchased from the publisher shall not exceed 25% (twenty-five percent) landed gross margin.
- Used books shall be priced at a discount up to 25% (twenty-five percent) off the new textbook selling price.
- Digital course materials sold by publishers via the agency fee pricing model will be sold by BibliU at no higher than the retail price established by the publishers.
- Coursepacks, bundles, custom published materials (i.e., materials requiring copyright permissions) and textbooks purchased from publishers with restrictive or non-returnable policies shall not exceed 30% (thirty percent) landed gross margin.
- Trade books, general merchandise and supplies shall be priced at the industry-standard margin.

UMW will have the opportunity to examine BibliU's records to confirm the pricing structure. In exceptional cases only involving changes in university and college campus store market conditions that are outside of BibliU's control, BibliU may request a mutual review and decision with respect to pricing policies at any time during the year.

ii. Minimizing Financial Burden and iii. Dynamic Pricing

Our affordable course material options give every student an opportunity to access materials that fit their lifestyle and budget, thus increasing engagement and improving learning outcomes. BibliU's digital, rental, and our industry-leading used books availability guarantees your students pay the lowest price possible.

- We save each student an average of $93.65 per year on course materials.
- 100% of eligible titles are available to rent, saving students up to 83% off the cost of new textbooks.
- We have long been regarded as the leader in used books with the highest used book ratio in the industry.
- Our first-day access program guarantees every student is prepared with their materials on the first day of class. Our exclusive program includes both traditional print and digital materials.

- Strategic partnerships with OER providers and aggregators like OpenStax, LAD Custom Publishing, and more, let faculty build affordable and engaging custom course materials.
- Faculty can research titles, formats, price comparisons, and find OER materials with our online adoption platform.

iv. Price Match Policy

Our policy is designed to provide students with prices in line with the most competitive market rates by conducting reviews throughout the contract. For example, we match Amazon basic range pricing to ensure students receive similar or more affordable pricing options.

v. Bundling Packages

We gladly assist faculty that wish to create their own course packs, either using their own content or published material. This offers an economical alternative to publisher bundles. The contents of the custom course packs are specified by the faculty and can include textbooks, workbooks, study guides, software, Internet access codes, electronics, equipment, uniform/clothing, supplies, etc. By bundling the course materials in the virtual store, the students are guaranteed the lowest price on the required items. Custom bundles can also take advantage of used books.

vi. OER

BibliU fully supports academic freedom, including the adoption of OER. In addition to hosting content from OER providers like OpenStax, LAD Custom Publishing, Project Gutenberg, and more, BibliU can also accommodate content created by faculty. In other institutions, BibliU has increased OER usage by up to 41%. Faculty and administrators also use BibliU analytics to track students' usage of course materials, including OER. This data helps them flag at-risk students and implement early intervention mechanisms to improve student outcomes.

Additionally, at BibliU, our pricing strategy differs from the traditional per credit hour model, and for good reason: Charging per credit hour would mean UMW pays for all students and courses, regardless of whether they require textbooks or utilize Open Educational Resources (OER). Our belief is that institutions should only incur costs for actively utilized content. Therefore, we employ a per student per text model, with a proposed rate of $68 per student per text.

4. Ordering, Buyback, Shipping and Delivery

a. Buyback Program

BibliU's buyback program guarantees students receive top-dollar for their books. BibliU implements customized aggressive marketing and advertising campaigns to encourage students to sell their books at the campus store. BibliU buys back books year-round at up to 50% of the purchase price. If a textbook is discontinued or not adopted for the University, or if the publisher has announced a new edition, BibliU will still purchase the books at market-based pricing.

b. Offline Ordering Options

To satisfy the special needs of our customers we offer a special-order service to ensure that the campus store is a "one-stop" shop for all course material and merchandise needs. We will order any book currently in print. We also have special resources for obtaining foreign and out-of-print books. Often rapid delivery is necessary for students and faculty on a deadline. Customers may choose their preferred method of delivery to suit their needs. Customers may request special orders in person at the campus store or by phone, ensuring orders can be made regardless of access to internet connection.

c. Remote Students

As a digital-first provider with a strong engineering and technology-driven approach, BibliU is ideally positioned to support Seminole State College's current and future distance learning programs. Our proprietary eReader, LMS integration, and Single Sign-On (SSO) technology ensure that distance learning students have the same seamless experience as on-campus students, with full access to course materials through a centralized platform.

Distance learning students will access digital course materials directly through the BibliU app, integrated into the LMS for a smooth, one-click experience. Print course materials can be ordered through the online store and shipped to their preferred address, ensuring flexibility and convenience. BibliU's platform is fully scalable, meaning as distance learning programs expand, our technology and infrastructure can grow alongside them without compromising service quality.

d. Order Delays

BibliU uses historical sales data and forecasting tools to prepare for peak seasons such as the start of semesters or back-to-school periods. By aligning inventory levels with anticipated demand and leveraging our centralized distribution capabilities, we mitigate stock shortages and delays. Additionally, our systems facilitate automated reorder processes, ensuring essential items remain available during critical times.

BibliU's integrated approach, advanced tools, and dedicated distribution resources ensure timely and accurate delivery of products, providing students, faculty, and staff with reliable access to the materials and merchandise they need, exactly when they need them.

In the event that order delays occur, BibliU will send notification emails to affected faculty and students.

e. Order Pickup Options

Inventory Sourcing Strategy and Plan

BibliU ensures that campus store systems are integrated and allow for multiple shipping, campus specific pick up locations, and centralized inventory management with global in-stock visibility for the store.

Fulfillment of Customer Orders and Package Distribution

Materials can be shipped directly to the student or to a central location on campus for pick up.

f. Delivery Process

BibliU can utilize a multitude of shipping partners but we suggest the following as most advantageous and cost effective:

- USPS - $7.95 first item + $1.00 per each additional item (5-12 business days)
- UPS Ground - $9.75 first item + $1.00 per each additional item (3-5 business days)
- UPS 2nd Day Air - $21.00 first item + $1.00 per each additional item (2 business days)
- UPS Next Day Air - $48.00 first item + $1.00 per each additional item (1 business day)

Orders can be shipped directly to their address of choice or be placed to be picked up in store at an express pick-up location that skips any bookstore lines.

g. Digital Course Material Delivery

Equitable Access

Supported by empirical evidence[1] and guided by principles of equity and inclusiveness, Equitable Access (EA) presents a viable solution to improve student equity, retention, and overall success rates. Characteristics of Equitable Access and Reasons for Success:

- Institution-wide Adoption: Equitable Access is provided to all, and not limited to a specific department or course. All students are enrolled by default, ensuring that every student, regardless of their area of study, benefits from the approach.
- Guaranteed Day 1 Access: Access to essential materials from Day 1 removes financial barriers and allows students to begin their academic journey on an even footing. Immediate access has been associated with higher success rates and greater student retention, allowing students to get on the right track from the start.
- Flexible Student Opt-Out: Understanding the diverse needs of students, the program offers students the ability to opt-out of materials within a specific timeframe. This flexibility ensures that students' unique preferences and circumstances are respected.
- Scalable and Equitable Flat Fee Approach: The flat fee structure makes the program scalable across various subjects and equitable among students. It allows the school to distribute the cost of content according to its strategy and ensures that all students pay a similar fee, even if they study subjects that are traditionally more expensive
- Enhanced Student Success: By removing traditional barriers that restrict achievement and providing essential resources from the start of the term, Equitable Access sets all students up for success.
- Increased Retention Rates: By making education more accessible and affordable, this solution encourages students to persist in their studies, arming them with the materials they need to learn.
- Promotion of Diversity and Inclusion: The program specifically addresses and supports underrepresented student populations, reflecting the values of equity and social justice.
- Financial Sustainability: The scalable nature of the program means that it can be efficiently implemented across community colleges, regardless of size.

---

[1] See Equitable Access: A Participant v. Non-Participant Course Completion Rate Analysis from 2-Year Institutions, Michael R. Moore (University of New Hampshire), available at https://edarxiv.org/drqz9/

- Alignment with Institutional Goals: By fostering an environment that supports all students equally, community colleges can further demonstrate through their delivery of content, their mission and values.

BibliU stands at the forefront of the educational technology sector, leading the way in making Equitable Access not only a viable but affordable endeavor. Through our uniquely crafted Universal Learning offering, we offer distinct advantages in comparison to traditional models.

Institutions electing to partner with BibliU have consistently achieved substantial financial savings, which can be returned to students on an institution-wide level. The Equitable Access model has demonstrated a reduction in costs ranging from 40% to 60% compared to traditional bookstore pricing structures.

Pricing Structure and Approach

- Flat Fee per Student per Class: BibliU employs a fair and transparent flat fee model, levied only on classes with associated content. This approach distinguishes us from our competitors who typically charge for all credit hours, regardless of whether digital content is being used.
- Fee Calculation: Our fees are calculated based on the specific composition of your institution's booklist. The standard fee is initiated at $50 per item per student. However, it can be adjusted upwards depending on the proportion of courseware required.
- Support for Transition to Open Educational Resources (OER): We actively encourage and facilitate a shift towards OER (often led and favored by faculty), a strategy that can significantly reduce costs, while at the same time providing greater academic freedom.

Opportunity to Increase Auxiliary Revenue

In the face of potential declines in campus bookstore revenue, BibliU presents an innovative pathway to generate auxiliary revenue. By integrating with BibliU's Equitable Access model, your institution has the option to apply a markup to the established BibliU flat fee. This approach not only sustains revenue streams but aligns with our commitment to affordable education, thus creating a mutually beneficial partnership that enhances both financial sustainability and educational accessibility.

BibliU's Alternative to Credit Hour Costing

At BibliU, our pricing strategy differs from the traditional per credit hour model, and for good reason: Charging per credit hour would mean UMW pays for all students and courses, regardless of whether they require textbooks or utilize Open Educational Resources (OER). Our belief is that institutions should only incur costs for actively utilized content. Therefore, we employ a per student per text model, with a proposed rate of $68 per student per text.

To make our pricing comparable to the per credit hour model, one can divide our rate by 3 (representing three credit hours per course), then multiply it by the total number of credit hours, adjusting for the percentage of courses at UMW that don't require textbooks or use OER (typically 20-30%). For example, if we consider UMW's situation:

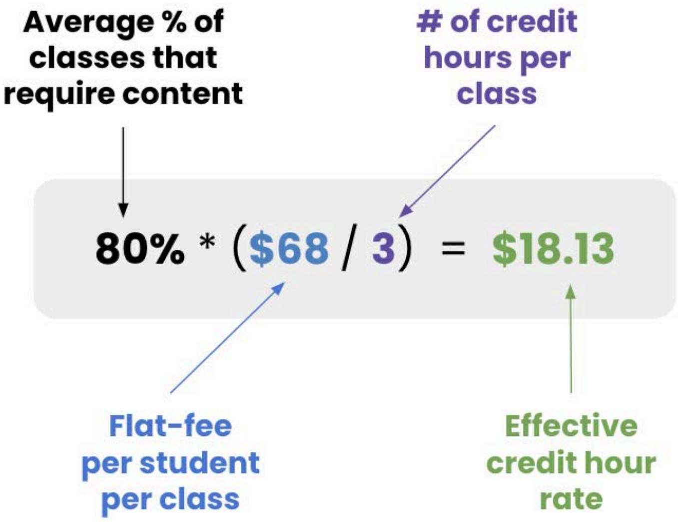
$68 per student per text / 3 credit hours per course = $22 per credit hour.

Assuming 80% of courses require textbooks, the effective rate per credit hour would be $18.13.

It's important to note that this example assumes 20% of courses at UMW don't need textbooks or use OER. If this percentage is higher, the cost savings with BibliU would increase. For instance, at 30%, the effective price per credit hour would decrease to $15.87. This approach has resulted in substantial savings for institutions like Lee College, saving them over a million dollars annually. We anticipate similar significant savings for UMW, ranging between $500k-$800k.

Reduction in Per-Credit Hour Fee
BibliU takes a different approach to pricing compared to traditional providers, by not charging for classes that do not have any content. Many legacy providers apply a per-credit-hour charge indiscriminately, even for courses that do not require textbooks or courseware, leading to unnecessarily high costs for students. BibliU's model is designed to be more transparent, cost-effective, and flexible, ensuring that pricing only applies to classes where content is actually required. Our approach has had proven success and led to major savings for our partner institutions, such as Lee College in Bayton, TX, which saved over $1 million annually after shifting to our flat fee approach, driven by our commitment not to charge for classes with no content.

BibliU's flat fee per textbook per class model is based on a maximum proportion of 30% of courseware for the list of content, which can be easily translated into an equivalent per-credit-hour rate. Our flat fee of $68 per class assumes that each class consists of three credit hours and that 80% of classes require content (which is in line with our research suggesting an average of 20% to 30% of classes not needing content). This results in an effective per-credit-hour rate of $18.13, calculated as shown below:



Additionally, BibliU is willing to negotiate further reductions in the per-credit-hour charge by adjusting the proportion of courseware included in the flat fee. By working closely with UMW, BibliU ensures that pricing remains both affordable for students and sustainable for institutions, while maintaining full flexibility in aligning costs with course material needs.

Inclusive Access

Keeping in mind the objective of pursuing first day access while acknowledging the diverse financial circumstances of institutions and students, BibliU can provide our Affordable First Inclusive Access model. We offer a balanced approach to content allocation, allowing the institution to maintain their commitment to affordability while ensuring access to essential educational resources.

BibliU's Affordable First approach prioritizes the adoption of the most affordable version of the requested course material, typically digital. However, BibliU recognizes that some faculty and students may prefer other formats. Students and faculty have the option to refuse Affordable First, opting to instead choose more costly formats if-desired.

Inclusive Access grants all students access to course materials from the very first day of class, providing a seamless and equitable learning experience. Instead of a flat fee per student, this approach allows students to access materials immediately but also offers faculty the option to compare costs to retail and opt out so students can purchase or rent physical copies or utilize alternative resources.

For students who do not wish to pursue the Affordable First model when adopted by faculty, BibliU prioritizes making the process transparent and user-friendly. Our system is designed to ensure this option is prominently visible and easily accessible within our platform. We utilize targeted email campaigns and in-app messaging to guide students step-by-step through the process, ensuring they have all the information they need. Moreover, our user interface is designed with user experience in mind, allowing students to complete the process quickly and with ease. We continuously gather feedback to enhance user experience, guaranteeing students find the process straightforward and intuitive.

Billing

To ensure the billing process is seamless, BibliU generates scheduled reports which collate several data and pricing sources to ensure UMW is provided with the data you need to successfully charge students for content costs.

BibliU will provide a billing report, which is typically a combination of enrollment and Affordable First adoption data to calculate a per-student/book, per-student/course/book costs. This report can be customized to the needs of UMW.

The below sample report outlines how our data would support UMW in making student billing as seamless as possible. This report can be adjusted in-line with billing structure and data required to be ingested via billing system.

StudentId	FirstNa	LastNa	EmailA	Term	StartD	EndDa	Censu	CourseTitle	Cours	Enrollr	Cours	Opt Ch	Publisl	eISBN	Title	Author	Per Content	Per Course Cost	Per Stu
199764	Danielle	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Strategic Business Management	BUA190I5	Active	BUA190.I5	Y	Cengage	97803573	Strategic M	Hill, Schilli	60.00	180	240
409639	Angelina	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Writing Experience I	ENG131I5	Active	ENG131.I	Y	Bedford/St	97813191	Literature:	Abcarian, I	60.00	180	240
199764	Danielle	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Strategic Business Management	BUA190I5	Active	BUA190.I5	Y	Cengage	97813375	Economics	Gwartney	60.00	180	240
421949	Harmony	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Writing Experience I	ENG131I5	Active	ENG131.I	Y	Bedford/St	97813191	Literature:	Abcarian, I	60.00	120	120

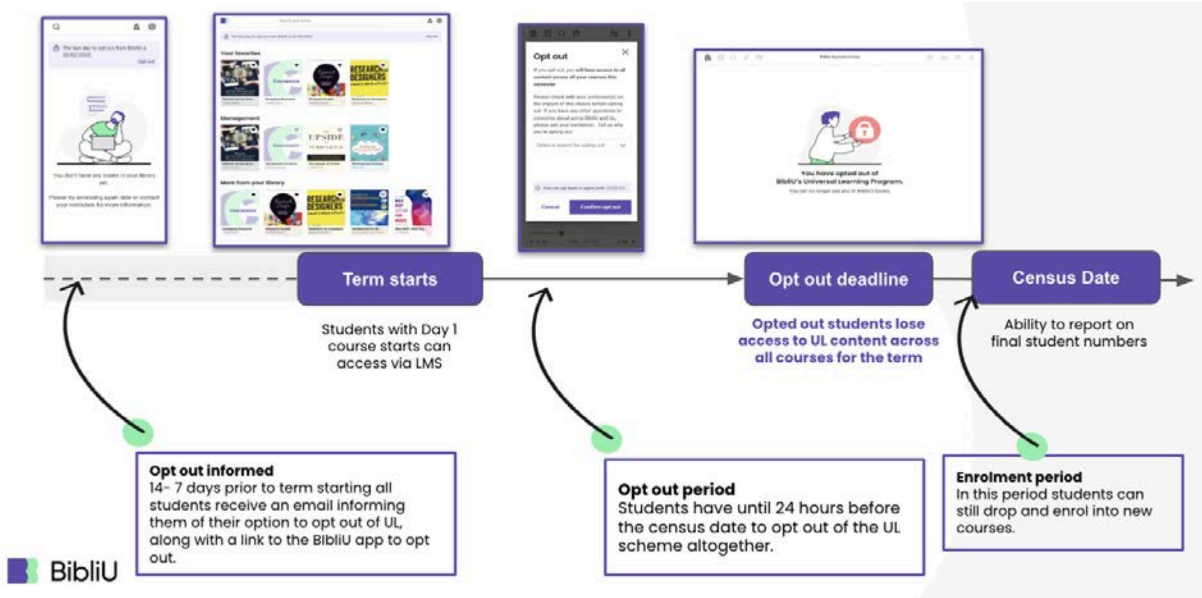
Communications and Training

BibliU's IA communication strategy focuses on the two major target audiences:

- **Student Communication:** BibliU sends emails to students explaining their options in the IA and Affordable First programs when students enroll in an IA course and on the first day of class. These emails provide comprehensive information on how the IA program functions, outline the advantages it offers to students, and explain the Affordable First process.
- **Faculty Engagement**: BibliU also reaches out to faculty teaching IA classes to ensure understanding of the platform. In these communications, faculty members are walked through the process to integrate their digital course materials into their LMS. Additionally, BibliU provides contact information for key personnel who can assist in resolving any potential issues or inquiries related to the IA program.

Opt-Out Process

For student opt-out, BibliU places a high priority on making the opt-out process transparent and user-friendly. Our system is designed to ensure that the opt-out option is prominently visible and easily accessible within our platform. We utilize targeted email campaigns and in-app messaging to guide students step-by-step through the process, ensuring they have all the information they need. Moreover, our user interface is designed with user experience in mind, allowing students to complete the opt-out process quickly and with ease. We continuously gather feedback to enhance user experience, guaranteeing that students find the process straightforward and intuitive.



i. Canvas Integration

BibliU stands out as a premier solution for students chiefly because of its commitment to seamless accessibility. In today's fast-paced academic environment, students need immediate and effortless access to their learning resources. BibliU ensures just that by eliminating the often cumbersome process of creating separate accounts and remembering additional passwords. This streamlined access is vital, especially when students are juggling multiple platforms and tools in their academic journey.

Whether a student is accessing via Single Sign-On (SSO) or using the Learning Tools Interoperability (LTI) for the, BibliU guarantees a barrier-free entry. BibliU integrates seamlessly with the LMS using LTI 1.3, ensuring that Inclusive / Equitable Access course materials are delivered directly within the student’s LMS. When students log in to the LMS, they are automatically granted access to the content adopted for their courses without the need to create a separate account or navigate additional platforms. This integration streamlines the learning experience by placing all required materials in a familiar environment, ensuring ease of use and immediate access from day one.This not only enhances the overall user experience but also reduces the time between the intent to study and actual learning. By removing these common hindrances, students can focus on their education.

5. Faculty Adoption

a. Course Material Accessibility

As a digital-first provider with an extensive software engineering department, BibliU works to optimize the way content services are delivered, automating processes to save your faculty and administration time and money. Our adoption tool has been developed in response to frustrations raised by our institutional partners with adoption tools from previous providers. BibliU offers One-Link LTI integrations, allowing institutions to add a single LTI link to all courses. BibliU then leverages information pulled from the Student Information System to automatically assign the right textbooks and courseware to each student. This saves administrative teams many hours per week. All course materials will be sourced using the adoption list consolidated by the BibliU Adoption Tool. This way BibliU delivers a single port of entry for faculty adoptions and guarantees delivery regardless of content type or access point.

> "Before BibliU, the processes for finding, selecting, managing, and deploying content were manual and cumbersome. BibliU enables us to not only offer content at a lower price but also to streamline and automate our administrative processes."
>
> **- Trish Schmidt, Dean of Academic Services, WSU Tech**

Adoptions Analytics

The BibliU adoptions tool provides live status updates related to the provision of content, ensuring that the College is aware at all times of any impact on day-1 access to content, ensuring availability for go-live dates. Any cases that are flagged with impact as late can be identified as soon as BibliU updates customer-facing statuses.

BibliU's adoption process is designed to be streamlined and efficient and requires customers to provide an automated Course Schedule file, that helps ensure data is always up-to-date between the BibliU adoptions too, and library systems.

Our automated import functions will clearly identify specific sections of all course schedule classes. These are updated in real-time based on data and enrollment feeds from the college. Classes can be cross listed to ensure students know

			Adoptions - Courses						
Store	Day	Date	Total Courses	Entered Adopt.	No Text	Cancel Course	Missing Adopt.	No Est Sales	Adopt Percnt
134 F23	Today	09/07/23	2,389	970	1,328	87	4	780	100 %
134 F23	Yesterday	09/06/23	2,389	970	1,328	87	4	780	100 %
134 F23	Last Week	08/31/23	2,393	964	1,319	87	23	773	99 %
134 F23	Last Month	08/07/23	2,282	873	1,274	82	53	700	98 %
134 F22	Last Year	09/07/22	2,218	977	1,129	112	0	743	100 %

associated labs or faculty and administration can see if adoption policies are being followed.

Historical term information for class and listing of materials used for other sections of existing terms is also available:

Users can, on a full-system, or specified departmental, campus or faculty view, understand real-time reporting of fulfillment progress within the adoptions tool and can measure adoption rates with ease. This includes understanding deadlines and go-live dates, with information and visibility over late adoptions.

		Adoption Search										
Store	Term	Dept	Course	Section	Course Name	Prof	Vendor	Author	Title	Edition	Sts	Rec Code
134	F23	MGT	315	01W	Org Behavior	Brandon Randolph-Sen			--- NO TEXT REQUIRED ---			
134	F23	MGT	315	02W	Org Behavior	Brandon Randolph-Sen			--- NO ADOPTIONS ENTERED ---			
134	F23	MGT	315	81E	Org Behavior	Stephanie Pane			--- NO TEXT REQUIRED ---			
134	B23	MGT	315	01W	Org Behavior	Sonia Taneja	PEARSON	ROBBINS	ORGANIZATIONAL BEHAVIOR (LOOSELEAF)	18TH 19		RQ
134	B23	MGT	315	01W	Org Behavior	Sonia Taneja	PEARSON	ROBBINS	ORGANIZATIONAL BEHAVIOR	18		EB
134	A23	MGT	315	01W	Org Behavior	Brandon Randolph-Sen			--- NO TEXT REQUIRED ---			
134	S23	MGT	315	01W	Org Behavior	Brandon Randolph-Sen			--- NO TEXT REQUIRED ---			
134	S23	MGT	315	02W	Org Behavior	Sonia Taneja	PEARSON	ROBBINS	ORGANIZATIONAL BEHAVIOR (LOOSELEAF)	18TH 19		RQ
134	S23	MGT	315	02W	Org Behavior	Sonia Taneja	PEARSON	ROBBINS	ORGANIZATIONAL BEHAVIOR	18		EB
134	F22	MGT	315	01W	Org Behavior	Brandon Randolph-Sen			--- NO TEXT REQUIRED ---			

Missing adoptions can easily be identified and last adopted information from previous terms or additional other sections from the current term, can be viewed as reference or for easy adoption into the current term.

Cost per student, cost per section, cost per faculty member data is available as part of the billing reports, which are automatically sent to the FTP and can be leveraged by the project owner based on permissions. BibliU will send the billing report via FTP in the frequency and format required by UMW. Below is a sample billing report.

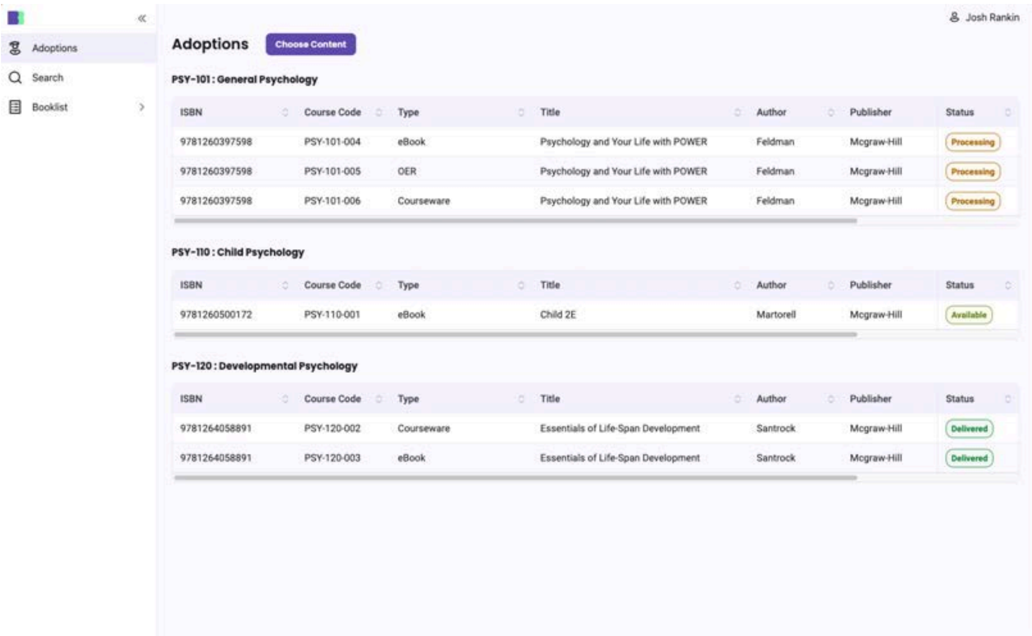
StudentId	FirstN	LastN	EmailA	Term	StartD	EndDa	Censu	CourseTitle	Cours	Enroll	Cours	Opt Ch	Publis	eISBN	Title	Author	Per Content	Per Course Cost	Per Stu
199764	Danielle	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Strategic Business Management	BUA190I5	Active	BUA190.I5	Y	Cengage	97803573	Strategic M	Hill, Schilli	60.00	180	240
409639	Angelina	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Writing Experience I	ENG131I5	Active	ENG131.I5	Y	Bedford/St	97813191	Literature:	Abcarian, I	60.00	180	240
199764	Danielle	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Strategic Business Management	BUA190I5	Active	BUA190.I5	Y	Cengage	97813375	Economics	Gwartney	60.00	180	240
421949	Harmony	Anonymou	Anonymou	23/SUM	2023-06-0	2023-07-2	2023-06-0	Writing Experience I	ENG131I5	Active	ENG131.I5	Y	Bedford/St	97813191	Literature:	Abcarian, I	60.00	120	120

			Missing Adoptions - Store 134, Term F23						
		Course Info				Book Info			
Store / Term	Dept / Course	Enrl / Cap	Section / Prof	Previous Adoptions	Print Shelf Tag	Author / Title	Edition / ISBN	Req / ES	Print Barcode
134 F23	CJ 501	13 25	01W	View	Print		0	0	
134 F23	CJ 515	16 25	03W	View	Print		0	0	
134 F23	LIBS 415	12 25	01H Bradley Klypchak	View	Print		0	0	
134 F23	MGT 315	45 45	02W Brandon Randolph-Sen	View	Print		0	0	

b. Support Systems

The adoptions tool includes in-app analytics summarizing the in-progress overview of adoptions, whether actions which are being completed by BibliU, or by the customer. Project owners, or department heads (based on roles), have visibility in dashboards of the following data points:

- **Content Coverage** - A breakdown of the total count of content which can and cannot be supplied, with an indicative summary of total coverage.
- **Content Type** - An overview of the breakdown of content types, which informs the total estimated cost of contract.
- **Adoptions Submitted** - An overview of completed adoptions and those which require submission/approval (as required).
- **Adoption Status** - An overview of the statuses of adoptions (whether pending review, submitted, flagged) and actions to allow a user to follow or action changes to ensure the status is updated.
- **Late Adoptions** - The count and total adoptions which are considered late with an impact on potential access to content for go-live date.



A sample overview of status tracking through the BibliU Adoptions tool

BibliU also provides support for multiple deadlines that will be visible to professors and administrators within the tool. These deadlines have the ability to manage behaviors in the tool such as flagging requests that come in after the deadline as late, or not allowing for editing of requests past the deadline.

Textbook adoption compliance is one of the more key drivers of our ability to impact student affordability and student success. As part of our strategy, we implement the following communication and escalation standards for adoption communication and follow-up:

- **Immediately following adoption due date,** send missing course order list to first point of contact for textbook order submission (faculty or department administrative assistants) informing them of the next level communication escalation and a one-week due date before the next level of communication.
- **Adoption Past Due Week 2 -** Send missing course order list to Department Heads informing them of the next level communication escalation and a one-week due date before the next level of communication.
- **Adoption Past Due Week 3 -** Send missing course order list to Department Deans informing them of the next level communication escalation and a one-week due date before the next level of communication.
- **Adoption Past Due Week 4 -** Send missing course order list to Provost/VP of Academic Affairs

This strategy is paired with regularly scheduled meetings with key stakeholders on the academic side of the university to share results and have ongoing dialogue about the importance of this process and the impact it has on student costs and student success. The more collaboration and conversation we have around this, the greater our chance for improvement and success.

c. Price Comparison

Faculty have the ability to research titles, formats, and price comparisons, and find OER materials with our online adoption platform.

d. Analytics and Reporting

BibliU includes pre-built analytic dashboards, which your authorized users—such as administrators and faculty—can use to discover insights into content usage and students' study habits. This gives you an understanding of your content return-on-investment, as well as insight into leading indicators, spotlighting students who may need learning support interventions. While these analytics are available on a dashboard, some customers leverage a Data API with BibliU to pull usage data into wider reporting systems. Analytics include:

Cohort Analytics: Drill into usage analytics by course, broken down by the amount of time spent reading, the number of visits, the average durations of reading sessions, and the number of student interface features used.

Feature Usage by Student

Email	First Name	Last Name	Time spent (hrs)	Num visits	Avg. reading session	Downloads	Favourites	Highlights	Comments	Text to speech	References
c5@bibliu.com	Demo user	Demo user	1,130hr	7,560	9min	16	13	154	4	0	1
fd@bibliu.com	Demo user	Demo user	923hr	5,670	10min	5	6	238	16	0	5
a6@bibliu.com	Demo user	Demo user	922hr	5,481	10min	3	8	2	0	0	0
c6@bibliu.com	Demo user	Demo user	796hr	6,831	7min	9	5	670	56	0	0
2f@bibliu.com	Demo user	Demo user	790hr	6,723	7min	11	13	93	10	0	0
b6@bibliu.com	Demo user	Demo user	774hr	5,778	8min	7	4	116	8	0	4
b0@bibliu.com	Demo user	Demo user	763hr	7,803	6min	24	12	0	0	0	0
10@bibliu.com	Demo user	Demo user	758hr	5,400	8min	11	2	198	0	0	11
91@bibliu.com	Demo user	Demo user	746hr	5,454	8min	1	2	652	0	0	8
b1@bibliu.com	Demo user	Demo user	729hr	4,347	10min	10	18	175	0	0	0
53@bibliu.com	Demo user	Demo user	727hr	5,292	8min	5	7	80	0	0	0
31@bibliu.com	Demo user	Demo user	725hr	6,075	7min	11	1	165	0	0	0
2c@bibliu.com	Demo user	Demo user	722hr	5,211	8min	18	11	199	0	0	15
7c@bibliu.com	Demo user	Demo user	720hr	4,833	9min	5	5	122	159	0	0
15@bibliu.com	Demo user	Demo user	709hr	6,156	7min	18	6	20	2	0	1
2a@bibliu.com	Demo user	Demo user	706hr	5,832	7min	10	4	6	0	0	0
9f@bibliu.com	Demo user	Demo user	695hr	5,022	8min	6	8	258	0	0	0
16@bibliu.com	Demo user	Demo user	691hr	5,427	8min	7	8	74	5	0	0

Student Analytics: shows usage data by specific students can be broken down by class and other cohorts.

Content Analytics: See content analytics by book, segmented by overall time spent reading, reading time per user, number of reading sessions, number of users accessing the content, and number of student interface features used. Leverage these insights to evaluate the effectiveness of individual titles.

Feature Usage by Title

Publisher	Collection ISBN	ISBN	Title	Time spen...	Reading / user	Num visits	Users	Downloads	Favourites
	9781292164...	9781292164...	Statistics: The Art...	27hr	818min	135	2	0	0
	9781292175...	9781292175...	Advanced Modern...	7hr	40min	216	10	0	2
	9781292208...	9781292208...	Research Method...	29hr	197min	297	9	0	0
	9781292215...	9781292215...	Microeconomics, ...	335hr	559min	2,565	36	6	4
	9781292231...	9781292231...	Econometric Anal...	2hr	92min	27	1	0	0
	9781292251...	9781292251...	Financial Account...	28hr	212min	270	8	2	1
	9781292251...	9781292251...	Organisational Be...	4hr	258min	54	1	0	1
	9781292253...	9781292253...	Modern Engineeri...	63hr	190min	1,188	20	0	0
	9781292264...	9781292264...	Introduction to Ec...	60hr	329min	594	11	2	0
	9781292269...	9781292269...	Work Psychology	2hr	58min	81	2	0	0
	9781292282...	9781292282...	Exploring Strategy...	49hr	329min	567	9	0	0
	9781292304...	9781292304...	Corporate Finance...	338hr	812min	1,998	25	1	0
	9781292311...	9781292311...	Financial Manage...	267hr	533min	1,782	30	3	1
	9781292312...	9781292312...	Accounting and Fi...	273hr	391min	1,998	42	11	2
	9781292315...	9781292315...	Statistics for Busi...	154hr	264min	1,998	35	3	2
	9781292349...	9781292349...	Management Acc...	119hr	256min	1,431	28	4	2
	9781292359...	9781292359...	Microeconomics: ...	1hr	36min	54	2	0	0
	9781292360...	9781292360...	Macroeconomics	38hr	326min	270	7	0	0

Content Analytics: shows usage data by book and allows for further drill down to sections and pages.

BibliU's customers leverage these dashboards to:

- Identify at-risk students and facilitate early intervention.
- Identify low-usage textbooks to optimize adoptions with faculty.
- Improve teaching materials by recommending textbook sections students find most useful.

i. OER Adoptions

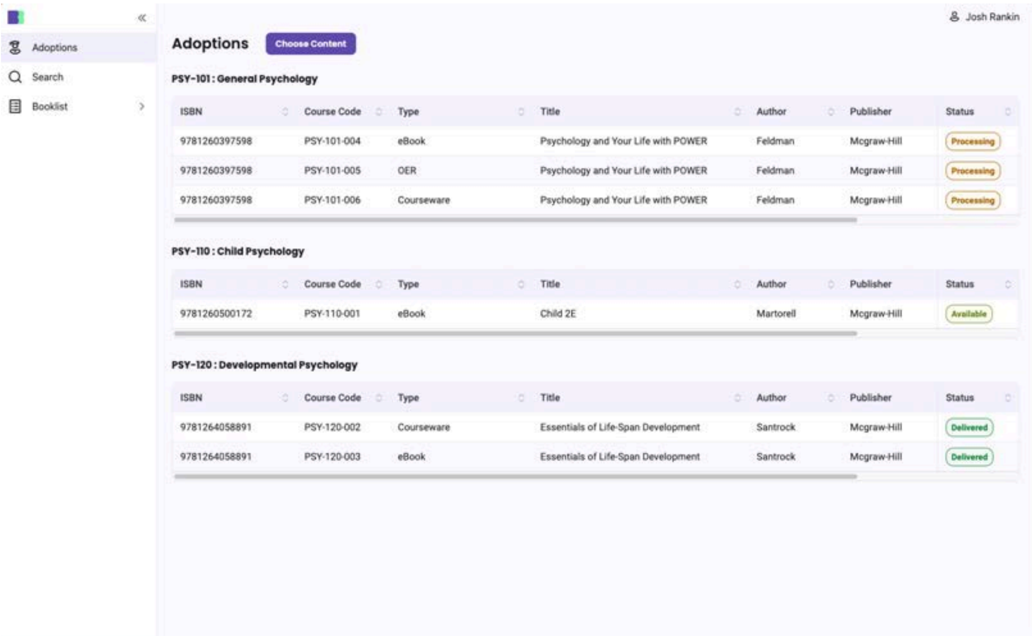
BibliU fully supports academic freedom, including the adoption of OER. In addition to hosting content from OER providers like OpenStax, LAD Custom Publishing, Project Gutenberg, and more, BibliU can also accommodate content created by faculty. In other institutions, BibliU has increased OER usage by up to 41%. Faculty and administrators also use BibliU analytics to track students' usage of course materials, including OER. This data helps them flag at-risk students and implement early intervention mechanisms to improve student outcomes.

Additionally, at BibliU, our pricing strategy differs from the traditional per credit hour model, and for good reason: Charging per credit hour would mean UMW pays for all students and courses, regardless of whether they require textbooks or utilize Open Educational Resources (OER). Our belief is that institutions should only incur costs for actively utilized content. Therefore, we employ a per student per text model, with a proposed rate of $68 per student per text.

ii. UMW Staff Access

The adoptions tool includes in-app analytics summarizing the in-progress overview of adoptions, whether actions which are being completed by BibliU, or by the customer. Project owners, or department heads (based on roles), have visibility in dashboards of the following data points:

- **Content Coverage** - A breakdown of the total count of content which can and cannot be supplied, with an indicative summary of total coverage.
- **Content Type** - An overview of the breakdown of content types, which informs the total estimated cost of contract.
- **Adoptions Submitted** - An overview of completed adoptions and those which require submission/approval (as required).
- **Adoption Status** - An overview of the statuses of adoptions (whether pending review, submitted, flagged) and actions to allow a user to follow or action changes to ensure the status is updated.
- **Late Adoptions** - The count and total adoptions which are considered late with an impact on potential access to content for go-live date.



A sample overview of status tracking through the BibliU Adoptions tool

6. Academic, Scholarly, and Trade Books

a. Marketing and Promotion

Faculty and local authors are an important part of our curated book selection. We market these selections by coordinating with the authors and featuring the titles in subject matter advertising. Local community and campus media is one of the best resources for local and campus authors. Unlike bigger national media, local media isn't sensitive to release dates or the age of the book, which represents an opportunity to publicize the book multiple times.

b. Trade Book Selection Criteria

Trade books are selected based on national and local readership trends, including the national best sellers, local interest and culture, and selections recommended by customers.

c. Special Orders

To satisfy the special needs of our customers we offer a special-order service to ensure that the campus store is a "one-stop" shop for all course material and merchandise needs. We will order any book currently in print. We also have special resources for obtaining foreign and out-of-print books. Often rapid delivery is necessary for students and faculty on a deadline. Customers may choose their preferred method of delivery to suit their needs. Customers may request special orders in person at the campus store, or by phone, email or the campus store website.

d. Additional Services

Faculty and local authors are an important part of our curated book selection. We market these selections by coordinating with the authors and featuring the titles in subject matter advertising. Local community and campus media is one of the best resources for local and campus authors. Unlike bigger national media, local media isn't sensitive to release dates or the age of the book, which represents an opportunity to publicize the book multiple times.

Trade books are selected based on national and local readership trends, including the national best sellers, local interest and culture, and selections recommended by customers.

I. Technology

1. Technology Standards

BibliU acknowledges and agrees to the standards set out by UMW in the RFP, regarding all software or technology solutions that interact with UMW Data. BibliU's VPAT report and SOC2 Type II letter of attestation can be found in Appendix B and C, respectively.

c. Documentation

i. VPAT

Tech for All, Inc. (TFA) have been contracted for past and present accessibility evaluations of the BibliU Student Interface and creation of an Accessibility Conformance Report (ACR) for a Voluntary Product Accessibility Template (VPAT) for the product. TFA is a highly regarded international digital accessibility consultancy with over 20 years of experience providing specialized services focusing on the accessibility, usability, and universal design of Information and Communication Technologies. TFA's team includes members who are living with disabilities.

TFA has been supporting educational entities (institutions, organizations, associations, and technology providers) since 2007. TFA assisted BibliU with the accessibility project in 2023 and 2025.

Unlike evaluations that rely heavily on automated checks, TFA's user-focused approach is multi-pronged and, in addition to using a variety of software tools, emphasizes user testing through assistive technology evaluation including screen reader testing and detailed technical code inspection by accessibility experts. This assures that the application will not only meet accessibility standards but will also represent a usable interaction for individuals with disabilities.

The evaluations will be conducted on the following operating environments and browser/screen reader combinations: Windows/Chrome/JAWS, with optional additional testing on OSX/Safari/VoiceOver.

2. Innovation

a. Dedication to Investment

To better serve the UMW community and align with the University's vision, BibliU proposes innovative solutions and partnerships designed to enhance accessibility, affordability, and the overall student experience. Our approach prioritizes the integration of technology, sustainability, and community-focused services to create a dynamic "Store of the Future."

Physical and digital integration

BibliU envisions a seamless blend of physical and digital offerings, transforming campus stores into community hubs. These spaces will provide students with personalized, tech-enabled shopping experiences. By implementing Shopify for eCommerce and Point-of-Sale (PoS) technology, we can simplify IT architecture, optimize costs, and enhance the user experience. This system supports both in-store and online transactions, enabling UMW to reach more students, faculty, and staff efficiently.

Self-service and convenience innovations

To cater to evolving consumer preferences and streamline operations, BibliU proposes innovative solutions such as:

- Vending Machines: Offering merchandise, convenience items, and laptop leasing through strategically placed vending machines. This solution reduces headcount costs while maintaining service quality and accessibility, especially in co-located study areas, which could increase sales by meeting students where they are.

- Just Walk Out Technology: Exploring autonomous checkout solutions to reduce operating costs without compromising security. This innovation would offer students a faster, more convenient shopping experience.

Enhancing campus traffic and engagement

To increase foot traffic and engagement, BibliU proposes partnerships and services that drive students into campus stores, such as:

- Amazon Pickup and Returns: Incorporating Amazon services to make campus stores a go-to destination for students managing online orders. This service not only draws traffic but also enhances store visibility and relevance in students' daily lives.

- Collaboration Spaces: Designing areas within the store for group study, wellness activities, and events, further integrating the store into campus life.

Commitment to community and sustainability

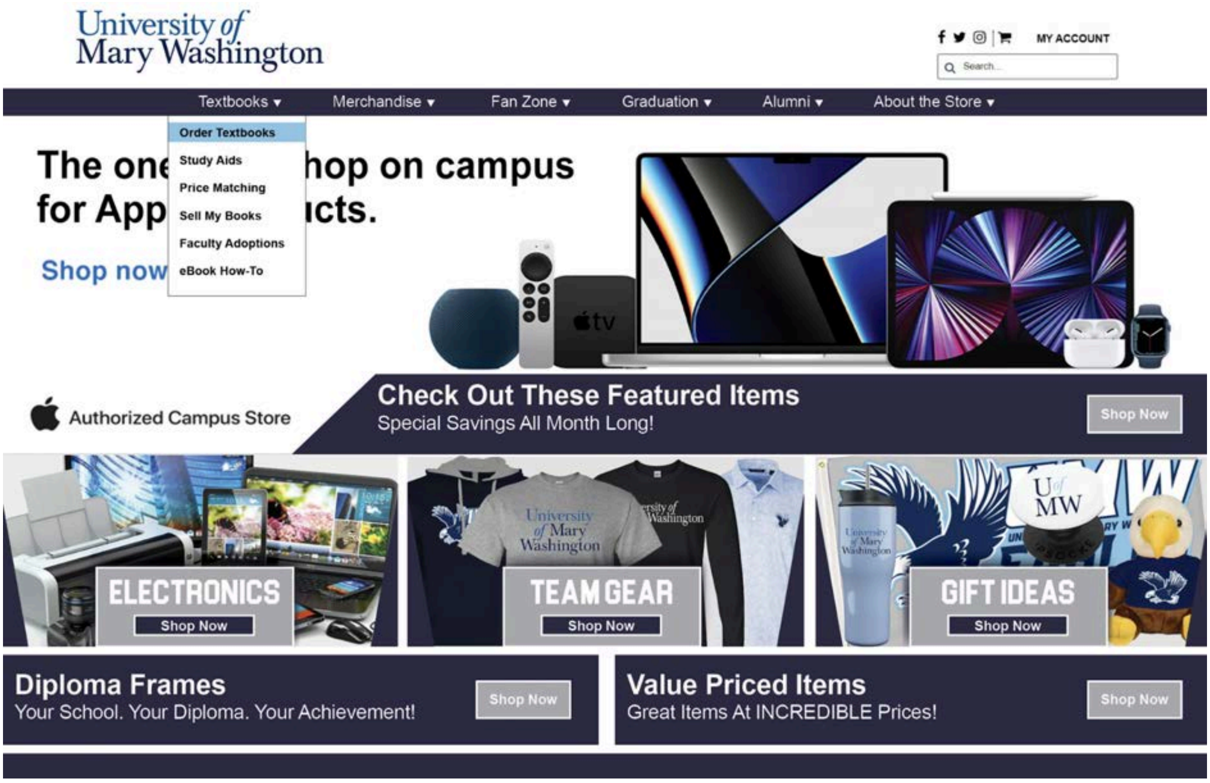
BibliU is committed to supporting UMW's diverse community through curated offerings that reflect local culture and priorities. By incorporating wellness resources, eco-friendly merchandise, and technology-enhanced spaces, our stores foster an inclusive and sustainable environment.

These forward-thinking solutions and partnerships ensure that BibliU aligns with UMW's vision while delivering innovative, student-focused services that strengthen the UMW's mission to enhance campus life and support student success.

3. Website / Online Presence

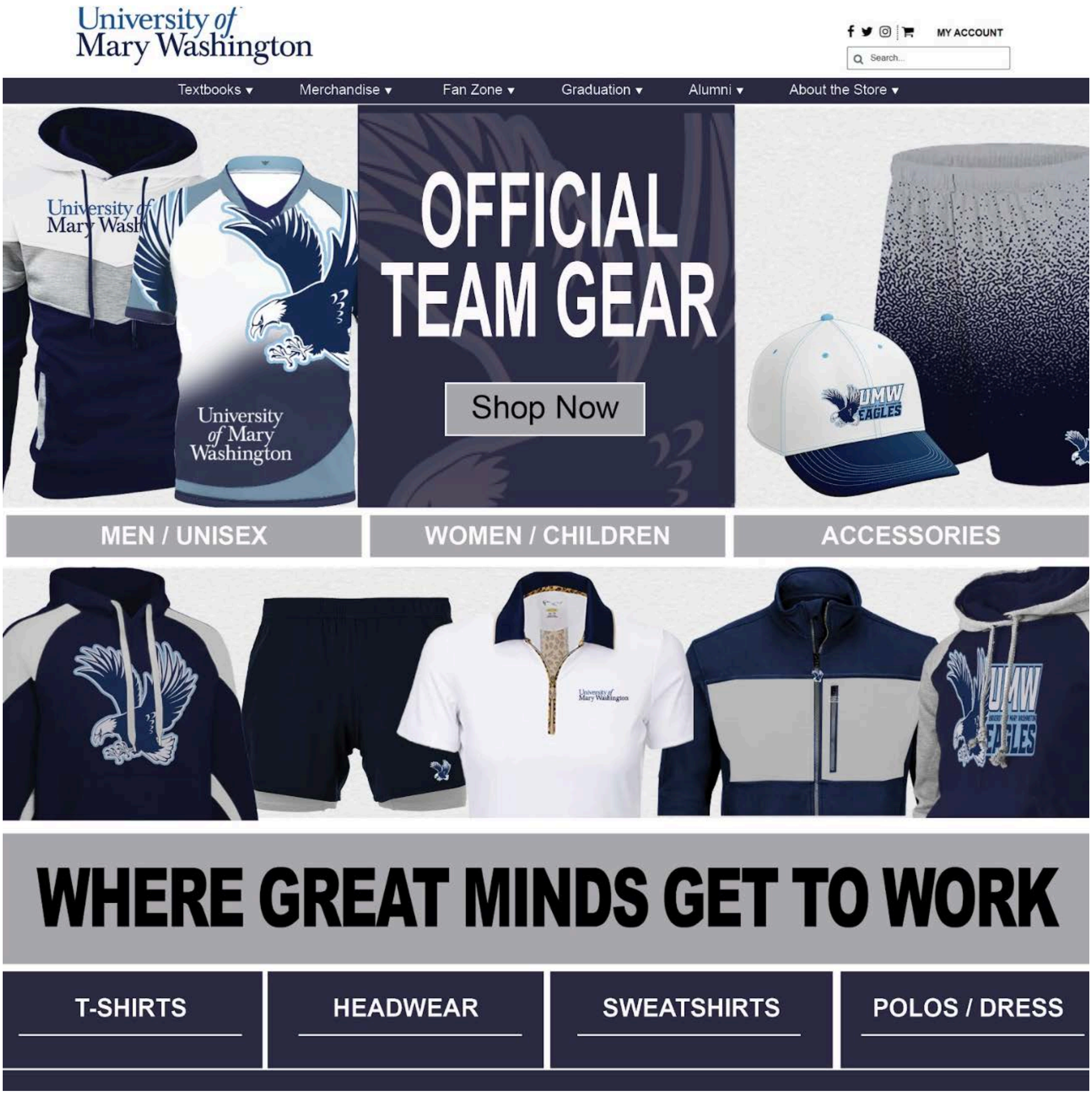
a. eCommerce Solution

Our customer-engaging, integrated e-Commerce experience focuses on bringing UMW's brand to the forefront and providing a shopping experience tailored to every shopper. With our integrated website your campus store is positioned as a leading-edge competitor in the online marketplace. Students can purchase and reserve course materials, shop for merchandise, and pay by credit card or financial aid funds. Search engine optimization to attract online shoppers searching for UMW course material or logo gear.



Our e-Commerce technology ensures UMW a leading-edge position in the online marketplace. Customers can easily navigate the campus store website for apparel, logo gear, supplies, electronics, and more. The e-Commerce experience includes multi-level catalogs, which make sense to the customer, and allow for convenient and easy shopping. Product details, price, and discounts help customers choose the best product for their needs. The suggested optional styles drive additional sales.

Apparel and merchandise are displayed with high resolution images and associated products to attract more interest and drive sales.



As website design continues to evolve, responsive web design (RWD) is the most advanced process approach and is completely flexible regardless of device. Rather than detecting a specific browser type or device type, our website automatically orientates itself based on the screen size of the device. With responsive web design, the layout of our website will scale for small mobile screens, tablets, and small laptops, to the standard desktop screen and even larger widescreen monitors.

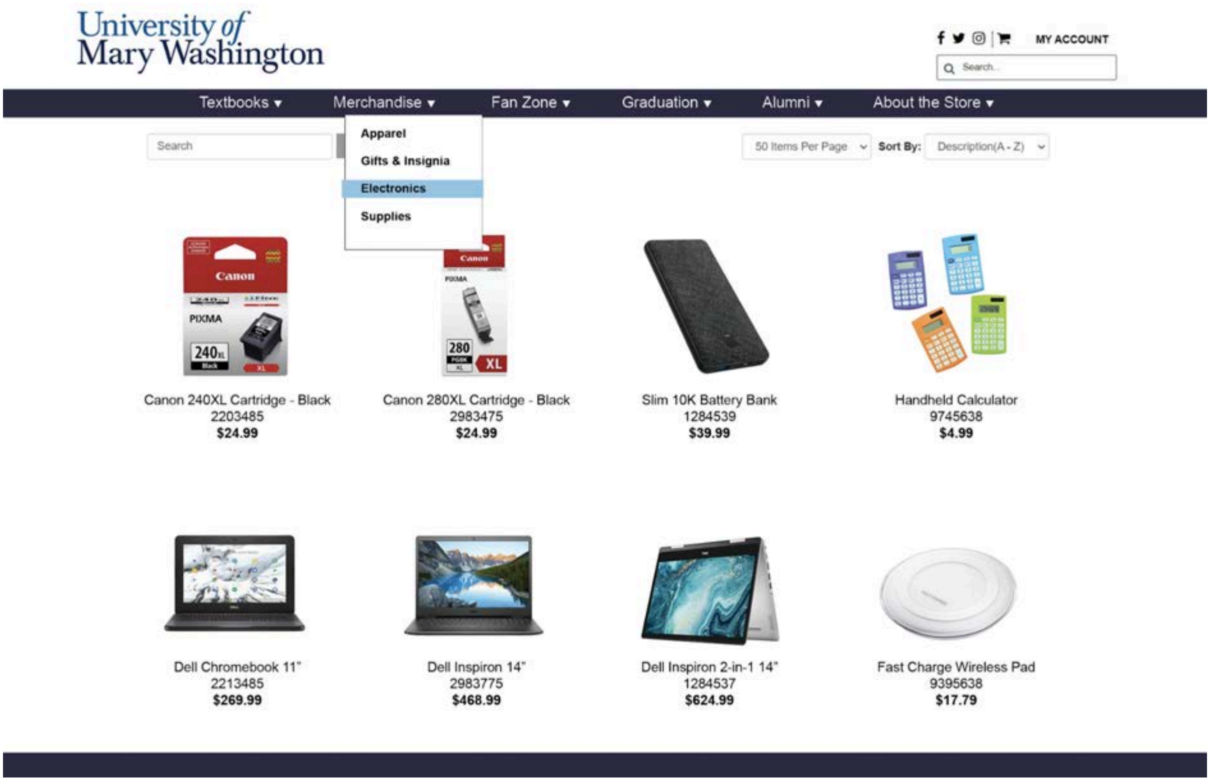
Students with smart technology devices can take advantage of our convenient RWD website to connect to the campus store web services and shop from their smart device with the same purchasing security as when using a computer. All products available for purchase on the campus store website can be purchased using mobile devices. Apparel and merchandise are displayed with high resolution images to attract more interest and drive sales. Our shopping cart and checkout makes purchasing easy, secure and carefree. Text services are intuitive and easy to navigate.

Students receive immediate communication on their purchases via email or text and can easily navigate campus services through their mobile app or via the campus website. Mobile services are a mirror of the brick-and-mortar store with all merchandise and all services being able to be processed in either medium.

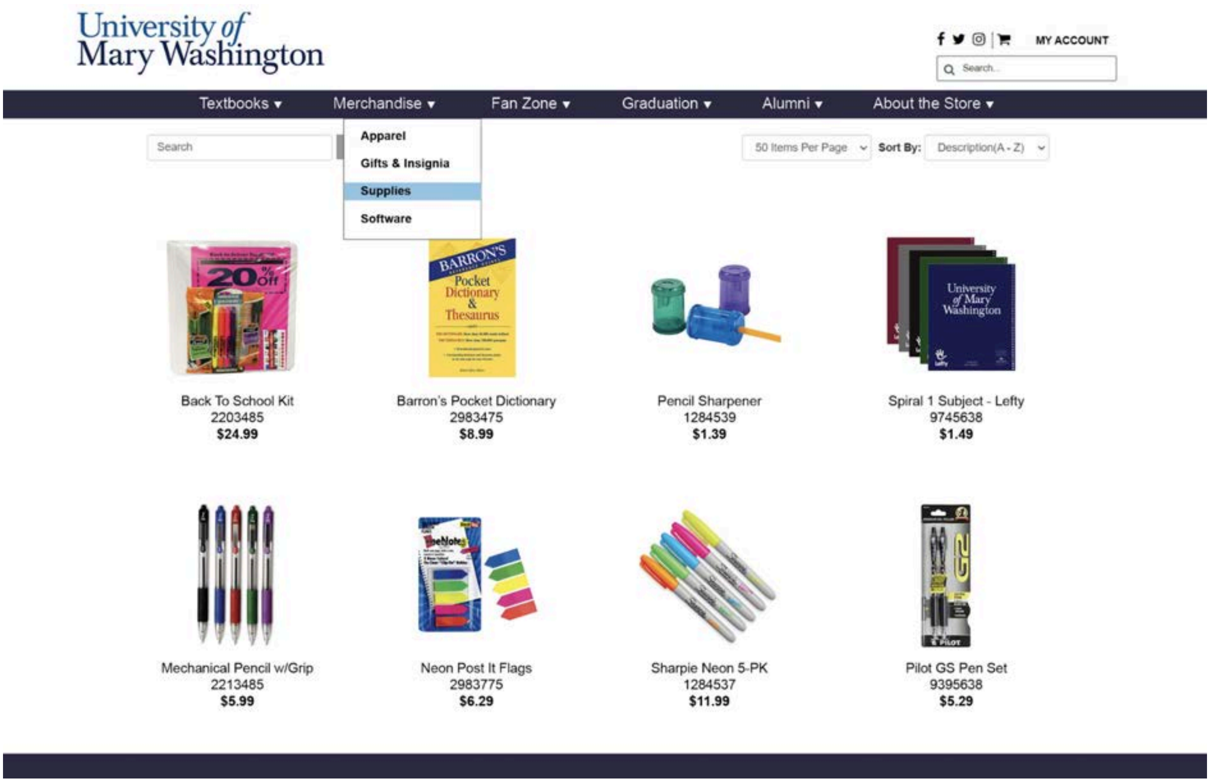
Non-Emblematic Merchandise Sales

Electronics

A full suite of all required educational technology is available to shop and ship to customers within 24 hours. Through our partnership with D&H, UMW students will have access to the latest brands and trends in technology, often at heavily discounted educational prices.

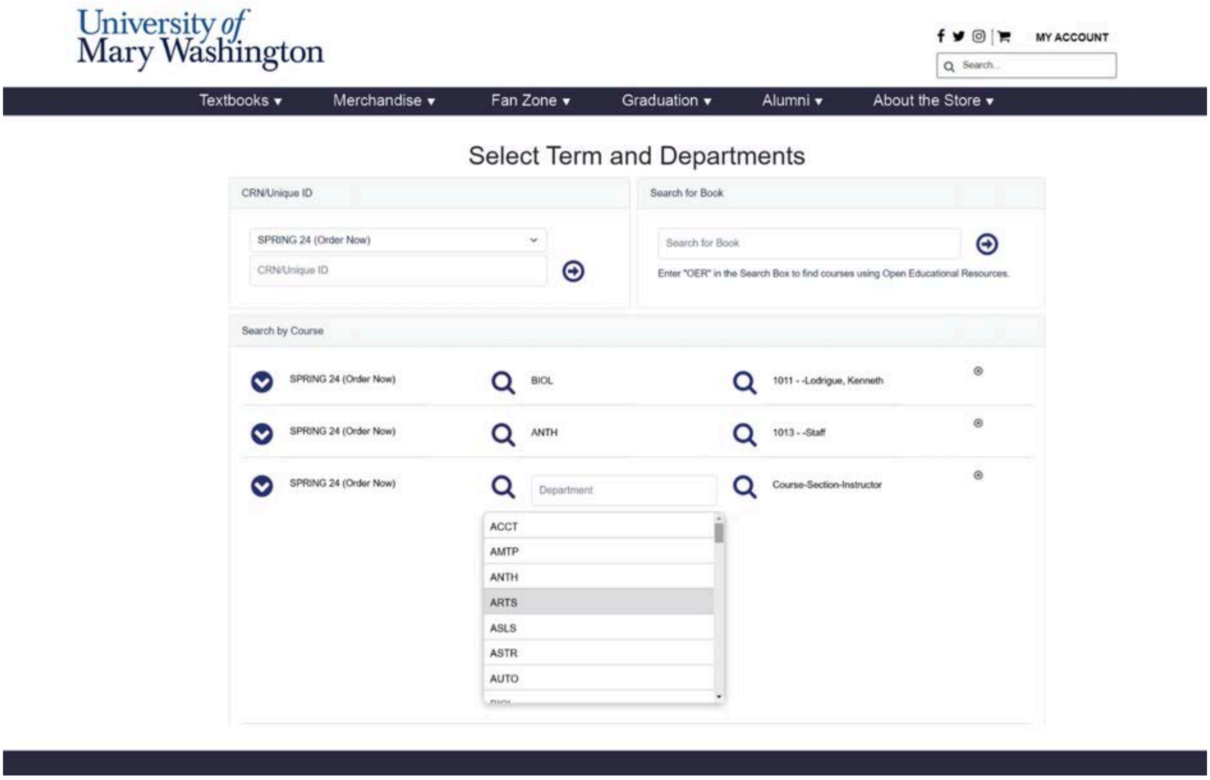


Supplies
BibliU carries all of your student's supply needs including various kits for specific curriculum needs, including art, design, technical and vocational disciplines as well as all back-to-school needs.



Course Materials
Your campus store website will integrate with the campus registrar system, which provides the convenience of purchasing books when students register. Immediately after registration, students can then view their courses and required texts, and with one click, are ready for checkout.

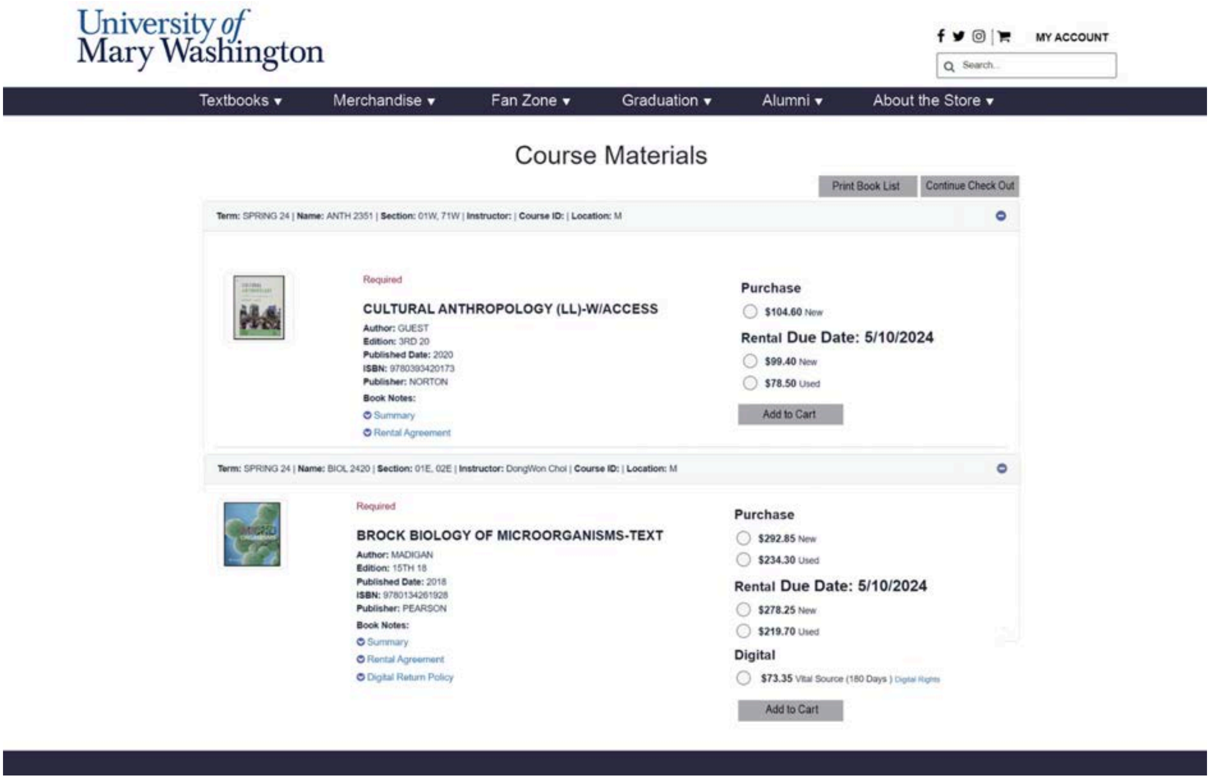
Students can take advantage of BibliU registration integration and be able to move from their SIS interface with one click to see what materials are needed for their classes. They are able to place orders on the website, utilizing multiple payment methods including school financial aid of various types. After ordering merchandise and textbooks, students will receive confirmation of their order being placed and a notification when their order is shipped with tracking information.

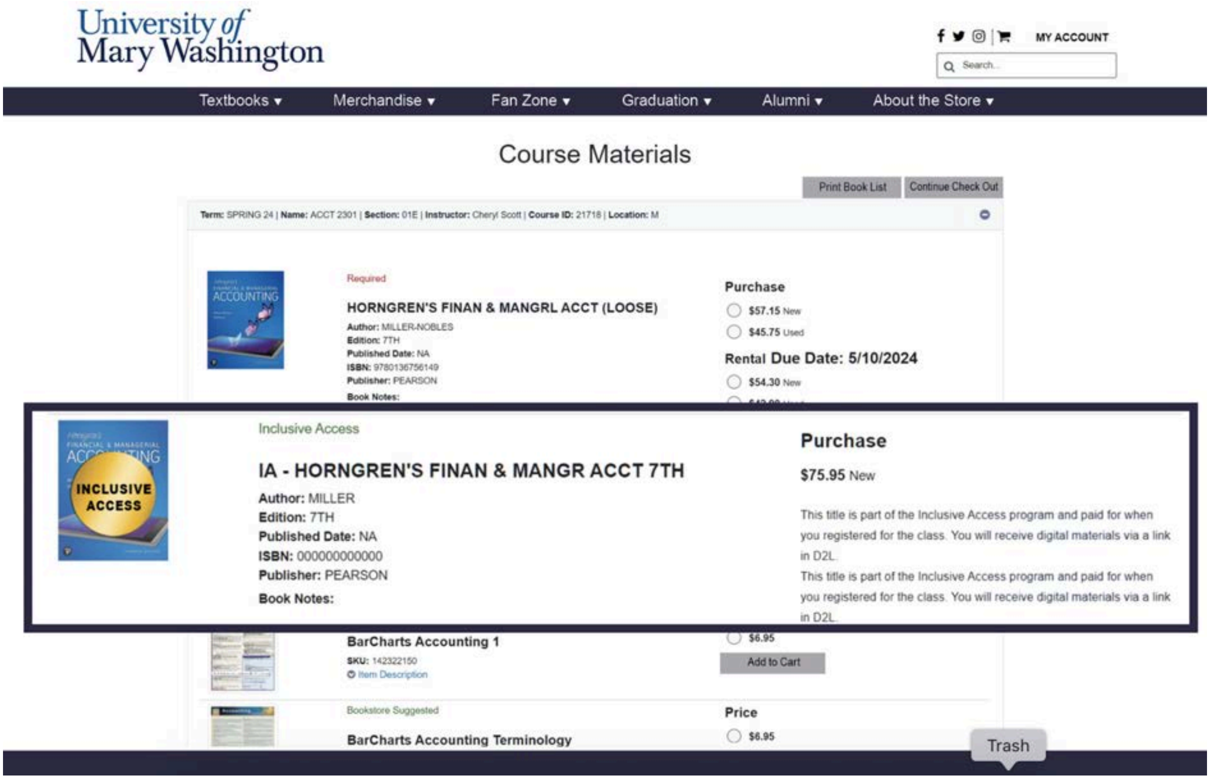


Orders can be shipped directly to their address of choice or be placed to be picked up in store at an express pick-up location that skips any bookstore lines.

To successfully outsell the competition and provide added value to campus life and student success, we focus our marketing strategies to reach our target academic community with meaningful and relevant promotions and campus participation.

The campus store can relay customized messages for specific classes to ensure students get all of the required materials a professor desires them to have. Options for all formats are clearly displayed for the student to make their choice.





UMW's academic calendar and campus events will play an important role in our event, promotions, and advertising campaigns, which will be synchronized throughout all communication conduits: print, social media, campus store website, store and campus signage. The promotions calendar commemorates social and cultural events, student-focused promotions, and campus events.

From Back-to-School to finals week we have a plan to keep customer traffic high and prices low.

UMW's customized marketing plan, built around your academic and event calendar combined with our corporate marketing strategies, keep customers engaged year-round. Our marketing plan is synergistic with our marketing media. We provide the products they want at attractive prices and they in turn share their shopping experience, promote customer loyalty and strengthen the campus store brand.

Complementarity Between eCommerce and In-Store Sales

BibliU's eCommerce platform is designed to seamlessly complement in-store operations, driving traffic and sales through an integrated omnichannel experience. Key functionalities include:

- **Click-and-collect options:** Customers can order products online and pick them up in-store, increasing foot traffic and providing opportunities for additional purchases.
- **Real-time inventory sync:** The eCommerce platform reflects real-time in-store inventory, enabling customers to check availability before visiting, enhancing convenience and confidence.
- **Promotions and cross-selling:** Online marketing campaigns promote in-store exclusives, events, and product bundles, encouraging customers to visit the physical store.
- **Localized content:** The platform highlights campus-specific merchandise and events, reinforcing the connection between the digital and in-store shopping experience.

By bridging online convenience with in-store engagement, BibliU's eCommerce channel supports a cohesive shopping experience that enhances customer satisfaction and drives sales across both channels.

4. Point of Sale System Requirements

BibliU affirms that it will ensure all Point of Sale (POS) systems meet UMW's security and operational requirements by adhering to its conditions. For our most recent AOC (Attestation of Compliance) and HTSA (High-Level Threat Security Assessment), please refer to Appendix D and E respectively.

5. Innovation and Adaptability

a. Technology Investment

BibliU will invest resources for point of sale and financial aid, SIS and LMS integration connections to the college. Course import integrates our course material management system directly with UMW's registrar, enabling the campus store to quickly and easily identify added sections or over-enrolled classes. These notifications make it possible to order subsequent materials for late adoptions or changes.

b. Innovation Strategy

BibliU is built by students, for students. Our product team is in constant dialogue with students, faculty and administrators to ensure the roadmap is continually improving the student experience and automating institutional workflows. BibliU works closely to ensure that its products meet the evolving technological and regulatory needs of the academic sector.

Additionally, BibliU sees every interaction as an opportunity to gather feedback and improve our product. Our Support Team regularly collates the feedback received per institution and categorizes it based on the topic of the request in order to measure at scale what topics are driving the most requests so solutions such as targeted support articles or product adjustments can be put in place.

J. Payment Options

BibliU's checkout process offers easy, hassle-free use of the institution's campus cards, vouchers and financial aid. With our student financial aid interface, the campus store receives hourly updates on student accounts, giving immediate access to available financial aid funds for purchases. We support the ability to cascade financial aid and limit financial aid to specific purchases. We accept all major credit cards, with the added convenience of contactless payment with Apple Pay and Google Pay. With contactless payments there is no need to sign or swipe for most purchases, allowing faster transactions.

1. Refunds

Course Material Returns

BibliU will grant a full refund for print textbooks during the first ten (10) days of the fall and spring semester classes, with a receipt. Thereafter, a full refund is given through the 12th (twelfth) class day with a receipt and a drop slip. A cash register receipt must accompany all refunds and returns. Returns may be made within five (5) class days of each summer session. Study guides, test preparations, and manuals are non-refundable. The refund policy is prominently posted at each register location.

Merchandise Returns

The refund policy is prominently posted at each register location. During each purchase transaction the refund policy and the last day for refunds is stated to the customer and a copy of the policy is attached to the sales receipt. Exceptions are made for late-start courses. Policies include:

- Computer items and software may be refunded or exchanged within three (3) days from the date of sale, with the original receipt, providing the merchandise is unopened.
- All other merchandise may be returned within three (3) weeks of purchase with a receipt.
- New materials must be returned in their original condition.
- Shrink-wrapped items may be returned for refund, if unopened.
- Refunds are not allowed during the week prior to, or during finals.

Military Personnel Refund and Returns

Students in the military reserve or National Guard who receive orders for active duty are extended special refund and return privileges. Students who are activated will receive a full refund on their textbooks and course materials, with receipt.

Activated students who withdraw from classes prior to final exams without a letter grade will be offered a full refund on required course materials. A copy of the military orders or an official withdrawal form indicating a withdrawal for military service must be presented when requesting a refund. Full refunds will be permitted within 30 (thirty) days from the date of activation. In the case that a student must report to duty before receiving their refund, a refund will be obtained by another person on behalf of the student, within the stated conditions.

K. General Merchandise

1. Soft Goods

School and Office Supplies

To support academic and professional productivity, our stores will stock:

- Notebooks, binders, and folders.
- Writing tools such as pens, pencils, and markers.
- Planners and calendars.
- Specialty supplies like engineering, nursing, and art materials.
- Printing supplies, including ink cartridges and paper.

Apparel and Accessories

We will provide a diverse selection of UMW branded apparel alongside non-emblematic options, ensuring students, staff, and faculty can find:

- T-shirts, hoodies, and athletic wear.
- Outerwear and seasonal clothing.
- Bags, backpacks, and totes.
- Footwear suitable for academic and extracurricular activities.

Alumni and Graduation Products

Our stores will cater to alumni and graduating students by offering:

- Graduation regalia, including caps and gowns.
- Diploma frames and commemorative gifts.
- Alumni apparel and accessories.

2. Emblematic Goods

a. Approval Workflow

We balance maintaining a consistent brand image across all our retail locations by prioritizing alignment with the individual campus brand guidelines. Each campus has its unique identity, and we ensure that our materials and messaging reflect their specific branding requirements to maintain local relevance and authenticity.

In rare instances where co-branding is required, such as signage, we adhere to BibliU's brand guidelines in addition to the campus standards. This approach ensures that the final product is cohesive and represents both the BibliU and campus brands effectively. We collaborate closely with institutions throughout the design process to create final artwork that satisfies all stakeholders while maintaining a professional and unified appearance.

By following this model, we respect local decision-making and campus-specific needs while ensuring a polished and consistent brand image across all our campus locations. This partnership-focused approach supports both local customization and our overarching brand integrity.

3. Merchandising Philosophy

BibliU employs a "good, better, best" pricing strategy to ensure a balanced selection of merchandise that meets the diverse budgets and needs of students. Our store-specific approach tailors pricing based on the unique demands of each location, offering a range of options across all categories. This ensures affordability while maintaining high-quality standards, giving students and faculty the flexibility to select products that best suit their preferences and budgets.

Using real-time analytics, we continuously monitor sales performance to adapt inventory in response to market trends. This ensures that all merchandise remains relevant, in demand, and competitively priced. Our pricing strategy is supported by annual market basket comparisons with local competitors to maintain affordability and value for the UMW community.

By integrating these strategies with our dynamic merchandise philosophy, BibliU ensures that each campus location receives a customized experience that reflects its unique identity, enhances community engagement, and meets the diverse needs of students, staff, and faculty.

At BibliU, we understand the importance of offering competitive pricing on all non-course required or UMW recommended general merchandise, including clothing, giftware, and supplies. Our commitment to providing emblematic/logo merchandise at multiple price points ensures that every member of the UMW community can find products that fit their budget.

By offering a range of price points, we ensure that students, faculty, staff, alumni, fans, and visitors alike can access high-quality merchandise that proudly represents UMW, regardless of their budget constraints. At BibliU, affordability and quality go hand in hand, making our merchandise accessible to everyone in the campus community.

BibliU routinely offers an ongoing all-season selection of value-priced products. Some examples include $13.99 t-shirts, $29.99 crewneck sweatshirts, and $37.99 hooded sweatshirts.

4. School Spirit and Emblematic Merchandise

BibliU understands that the campus store and emblematic merchandise often serves as the first impression of the campus brand, hence BibliU establishes vibrant displays with an abundance of products, with options for students, selections for faculty and administration, and additional selections for specialized groups such as athletics, clubs, and community groups.

a. Selecting Merchandise

At the start of a contract, our team reviews the proforma to define the store's needs and anticipated volume. We begin with a standard "core package" tailored to all locations, which is then customized based on campus-specific feedback, climate, and unique community preferences. Store Managers play a crucial role, leveraging relationships with trusted vendors to place replenishment orders and introduce fresh merchandise to keep the store dynamic and appealing. Once historical sales data becomes available, we utilize tools such as estimated need analysis and Open-To-Buy (OTB) planning, which provide SKU-level insights to ensure a comprehensive and efficient merchandise selection process. These resources empower the store team to make informed decisions and maintain an engaging product mix.

b. Choosing Brands

At BibliU, we believe in empowering store teams to make informed decisions about product selection and merchandising strategies, while aligning with overall company objectives.

Store teams are granted autonomy to recommend and choose products, brands, and merchandise categories that reflect the unique needs of their campus communities. They collaborate with the broader BibliU team to ensure selections align with institutional goals and market trends. This process enables flexibility while maintaining a cohesive strategy across all stores.

For example, store teams can identify locally relevant or campus-specific products, propose new merchandise categories, or adjust inventory to meet seasonal demands. All decisions are subject to a streamlined approval process to ensure consistency in quality and brand alignment.

This balanced approach empowers stores to address their unique audience's needs effectively while leveraging BibliU's industry expertise and operational support.

At the start of a contract, our team reviews the proforma to define the store's needs and anticipated volume. We begin with a standard "core package" tailored to all locations, which is then customized based on campus-specific feedback, climate, and unique community preferences. Store Managers play a crucial role, leveraging relationships with trusted vendors to place replenishment orders and introduce fresh merchandise to keep the store dynamic and appealing. Once historical sales data becomes available, we utilize tools such as estimated need analysis and Open-To-Buy (OTB) planning, which provide SKU-level insights to ensure a comprehensive and efficient merchandise selection process. These resources empower the store team to make informed decisions and maintain an engaging product mix.

6. Special and One-Time Event Merchandise

a. Special Events

BibliU is well-equipped and enthusiastic about collaborating with UMW to create unique, one-time merchandise for special events. Our tailored merchandise strategy prioritizes a partnership-led approach, allowing us to work closely with the university to design and deliver event-specific items that resonate with the campus community. Through our collaborative four-step process—discovery, design, approval, and rollout—we ensure that each product aligns with UMW's vision and reflects the spirit of the occasion. Examples of special and one-time event merchandise include specific shirts for Faculty, championship shirts for athletics, and custom merchandise for special events such as homecoming or parents weekend.

Leveraging our robust vendor network and expertise in merchandise planning, we can quickly source and produce high-quality items for events such as commencement, alumni reunions, and athletic milestones.

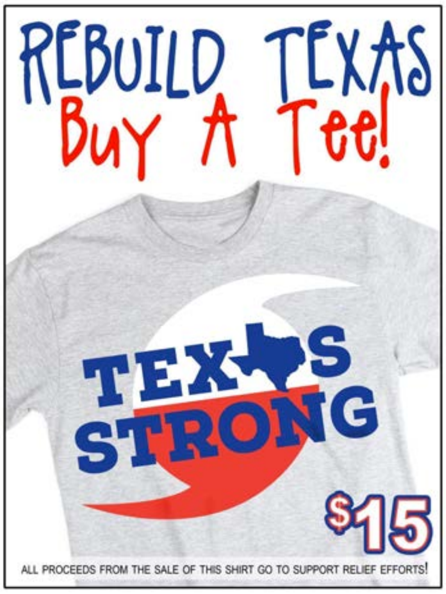
b. Successful Collaborations

Local empowerment allows our store teams to tailor their approach to the unique needs of their campus communities, fostering stronger connections and better service.

Store teams frequently collaborate with student organizations to host events such as spirit weeks, finals survival kit giveaways, and campus-specific promotions that align with the unique culture of each school.

For instance, after a hurricane devastated southern Texas, our Texas campus stores sold custom "Texas Strong" tees, donating all proceeds to a survivor and rebuild fund, showcasing our commitment to supporting local communities in times of need.

Store teams actively collaborate with campus departments to ensure course materials and supplies meet faculty and student needs, such as creating custom bundles or sourcing specialized items. For example, one of our campus stores began carrying essential oils in response to frequent requests from the community, demonstrating how we adapt to the unique needs of each campus community.



To further support local activities, we invest in ad purchases to promote key campus events, ensuring visibility and participation. For example, we set up a trailer at events at East Texas Baptist University

7. Local Vendors

Campus store products are an extension of the UMW brand, and a cohesive element of campus culture, customer preferences, and campus environment. BibliU's merchandise and logo-wear decisions are based on specific seasons that dictate design, fabrics and layouts. BibliU educates and empowers branch decision-makers to make merchandise choices that are best suited for their respective campus. Each store's product selection is uniquely chosen by the store leaders. This purchasing philosophy is unique to the industry and is the competitive edge that will propel UMW's campus store to the next level of success.

8. Limited Release Merchandise

BibliU is well-equipped and enthusiastic about collaborating with UMW to create unique, one-time merchandise for special events. Our tailored merchandise strategy prioritizes a partnership-led approach, allowing us to work closely with the university to design and deliver event-specific items that resonate with the campus community. Through our collaborative four-step process—discovery, design, approval, and rollout—we ensure that each product aligns with UMW's vision and reflects the spirit of the occasion. Examples of special and one-time event merchandise include specific shirts for Faculty, championship shirts for athletics, and custom merchandise for special events such as homecoming or parents weekend.

Leveraging our robust vendor network and expertise in merchandise planning, we can quickly source and produce high-quality items for events such as commencement, alumni reunions, and athletic milestones.

9. Additional General Products

Technology and Accessories

Through strategic vendor partnerships, BibliU offers top computer and accessories brands such as Apple (historically our largest offering), Dell, HewlettPackard, Microsoft, Lenovo, ASUS. Popular electronics and accessories such as cases, power supply and chargers, laptops, tablets, and a large selection of computer accessories and other popular smart technology items are part of our product selection.

School and Office Supplies

To support academic and professional productivity, our stores will stock:

- Notebooks, binders, and folders.
- Writing tools such as pens, pencils, and markers.
- Planners and calendars.
- Specialty supplies like engineering, nursing, and art materials.
- Printing supplies, including ink cartridges and paper.

Lifestyle and Convenience Items

Recognizing the need for convenience on campus, our stores will include:

- Health and wellness products, such as first-aid kits and personal care items.
- Snacks, beverages, and "grab-and-go" healthy food options.
- Reusable water bottles and coffee mugs.
- Dorm essentials, including small appliances, bedding, and organizational tools.

Gifts and Collectibles

For special occasions, our stores will feature a wide range of gift items, such as:

- Greeting cards for birthdays, holidays, and celebrations.
- Jewelry and accessories.
- Home décor items, including UMW branded frames and keepsakes.
- Collectibles and limited-edition items tied to campus events.

L. Athletic Merchandise

1. Selling Athletic Goods

BibliU keeps an inventory of merchandise of well-known brands, such as Adidas, Under Armour, Ogio, Champion and Nike. Since BibliU keeps these items in stock at the store, we can ship items right away, thereby capturing the sale in real time. BibliU will work with the College to display your logo and emblematic products in high-traffic campus locations to drive your institution's brand.

BibliU does not outsource your branding or clothing ordering to another firm. We keep things in house and work closely with our client institutions to ensure that athletic merchandise accurately reflects the style, branding, and logos required by the client.

Additionally, BibliU takes time to speak with key departments and constituencies during the transition process. We will ensure that proper lines of communication are established with the University's athletic department, as well as other departments, if requested by the University.

2. Name, Image, and Likeness Regulations

NIL (Name, Image, and Likeness) merchandise requires a comprehensive approach to ensure compliance with legal regulations, institutional policies, and the rights of the athletes involved. We will follow the institution's specific guidelines for NIL merchandise and will coordinate with the compliance office to ensure that all activities align with university policies.

3. Athletics Collaborations

Store teams actively collaborate with campus departments to ensure course materials and supplies meet faculty and student needs. If desired, we will work with UMW's athletics department to create and facilitate fundraising drives.

M. Graduation Regalia

BibliU affirms that the sale of class rings, jewelry, announcements and academic regalia shall be subject to the terms and conditions of UMW's separate agreements. The campus store will support the graduation activity as requested.

Graduation regalia will be sold in the campus store, as well as additional graduation items. Sales and storage space will be provided as requested.

BibliU will also organize and facilitate Grad Fair events, providing a seamless experience for graduates.

N. Marketing, Advertising, and Promotions

1. Marketing, Advertising and Promotional Strategies

Campus Events

One of the principal comparable differences between BibliU and other academic retailers/competitors is our relationship with customers. The campus store and staff are valuable members of the campus community, and we look for opportunities to support campus groups and events with unique and customized products tailored to the special event. Sponsoring and participating in campus events is integral to our marketing strategies, and a key component of our service excellence initiative. Just as important as our attendance at campus-sponsored events is our sponsoring partnership.

The BibliU team will quickly become part of UMW, looking for ways to be a part of the campus community and engage the campus in collaborations. We have initiated programs as unique as bike rentals and repairs, move-in-day events, sport coat loaners, and more. Student orientations are big events for us and give us the opportunity to be an integral part of the student's first college experience. Grad Fairs and graduation are equally important, and we are eager to host events that celebrate the achievements of your graduating seniors.

On-site Marketing and Promotion Strategy

To enhance the on-site store marketing at UMW, BibliU will implement a comprehensive and dynamic marketing plan. Our strategy will include vibrant flyers and eye-catching signage throughout the campus to attract students, faculty, and visitors to the campus store. We will organize promotional days, offering exclusive discounts, giveaways, and themed events to draw in the campus community and create buzz around the store.

Additionally, we will collaborate with alumni and college clubs to host events and activities that promote the store, such as book signings, meet-and-greets, and club-sponsored product showcases. These partnerships will help us tap into the existing networks and enthusiasm within the college community, fostering a sense of ownership and pride in the campus store.

Special emphasis will be placed on creating an inviting and engaging store atmosphere, with seasonal decorations, attractive product displays, and interactive elements like demo stations for tech products or sampling stations for café offerings. By aligning our marketing efforts with the academic calendar, we will capitalize on key times such as the start of the semester, finals week, and homecoming, ensuring maximum visibility and engagement.

Through these on-site marketing initiatives, BibliU Campus aims to not only increase store traffic and sales but also to establish the campus store as a central hub of activity and school spirit within the system.

Supporting Student Associations and Activities

Campus life includes academics, student associations, hobbies and interests, and a multitude of events. These gatherings are excellent opportunities for the campus store to provide an added value to the students and drive sales.

Today's campus store customers are highly social so meeting them where they gather, where they are comfortable, is integral to our marketing strategies: If they are there, we are there. We are not stuck in the campus store and you will see us on campus, in classroom buildings, in the recreation and dining halls, at campus events, and supporting student activities.

Website Marketing Plan

The primary objective of our marketing strategy is to drive awareness, engagement, and sales through the Bookstore Website, ensuring an intuitive and seamless user experience for students, faculty, and visitors.

A pivotal element of our approach is the website layout and design. We aim to deliver a modern, mobile-responsive design that is tailored to the needs and preferences of UMW students and faculty, with an emphasis on intuitive navigation with clear headers and dropdown menus. We will ensure that the website's speed is optimized and that mobile users enjoy a seamless experience.

To maintain engagement and foster loyalty, we will deploy targeted email campaigns. New students and faculty will be introduced to the Bookstore Website with a welcome email series. Furthermore, seasonal and promotional campaigns will spotlight special offers, new arrivals, and crucial academic materials. As the semester commencement approaches, reminder emails will be sent to students, encouraging timely purchase of their course materials.

On the collaboration front, we will liaise with academic departments to showcase required course materials and any exclusive promotions. Additionally, partnerships with university events, like sports games or fests, will be established to promote associated merchandise via the website.

Finally, ensuring a smooth transition between store sections is paramount. We will implement a unified shopping cart system, enabling customers to combine products from the bookstore and Virtual Store for a hassle-free checkout. The main landing page will feature discernible links or banners that lead to each distinct store area. Throughout, we'll maintain consistent branding elements across all sections, providing users with a cohesive and memorable browsing experience.

Social Media Plan

BibliU seeks to enhance the digital presence of the UMW Bookstore, emphasizing the unique offerings and increasing engagement among students, faculty, alumni, and prospective students, through the below Social Media Plan, managed entirely by the BibliU Marketing Team and BibliU Bookstore Manager, in full transparency and collaboration with the University's team:

1. Platform Selection

- Facebook and Instagram will be used to showcase store products, exclusive offers, engage with the university community, offer real-time updates, and quickly address student queries.
- LinkedIn will be leveraged to engage alumni, faculty, and associated professionals.

2. Content Direction

- Store Highlights: Regularly feature top-selling items, new arrivals, and student favorites.
- Behind-the-Scenes: Showcase the bookstore operations, from selection processes to restocking.
- Student Spotlights: Collaborate with students for takeovers, testimonials, and product recommendations.
- Faculty Picks: Engage faculty to recommend essential course materials or personal favorites from the store.

3. Seamless Digital Navigation with BibliU's Technology

- Deep Linking: We will direct the audience to specific website sections, ensuring a smooth transition from social media to the website.
- QR Code Campaigns: We will strategically place QR codes in social posts and on campus, linking directly to featured items or sales.

4. Promotional Initiatives

- Exclusive Online Discounts: We will offer exclusive discounts for followers, driving both online and in-store traffic.

- Flash Sales Announcements: We will use stories and posts to announce limited time offers.
- User-Generated Content: We will encourage students to share their purchases using a dedicated hashtag, offering the chance to be featured on the bookstore's official page.

5. Engagement Tactics

- Polls & Quizzes will be used to engage the student body with fun and interactive polls about store preferences, new product ideas, or university trivia.
- AMA (Ask Me Anything) Sessions will be hosted periodic AMA sessions with the bookstore team, answering queries and collecting feedback.

6. Analytics & Feedback

- The BibliU Team will conduct monthly reviews in order to analyze engagement metrics to understand which content resonates most and refine the strategy accordingly.
- Feedback forms will be shared occasionally to gather insights on improving the bookstore experience.

7. Collaborative Events & Integration

- BibliU will partner with Campus Clubs and collaborate with campus organizations for special events, pop-ups, or exclusive merchandise.
- We will integrate with the College Newsletter to ensure bookstore highlights and offers are integrated into UMW wider communication channels.
- Through this plan, BibliU aims to create a dynamic online presence for UMW Bookstore driving engagement, sales, and creating a sense of community among students and faculty.

Content Marketing

In partnership with the institution's Marketing team, BibliU will support customized content creation and design, and planning and implementation of campaigns to students and faculty. We believe that all faculty and students deserve access to the course content they need to thrive, and getting the word out about BibliU around your campus is key to this mission.

- **Landing Page:** BibliU will create a landing page on the institution's website outlining the partnership with BibliU, the benefits to students, and information about how to access course materials. Through this page, BibliU will also provide its Customer Success Kit, as well as information on where to get assistance on campus and online.
- **Email:** BibliU will send notification emails to faculty and students, both directly and through the LMS. These emails will encompass introductory messages at least one month prior to the semester start date and follow-up course-specific messages at least three weeks prior to the semester start date.
- **SMS Text Messaging:** BibliU can send targeted text messages that inform faculty, students and other subscribed recipients about key dates, resources on campus and online, FAQs, and others as needed.

2. Events Calendar

To enhance the on-site store marketing at UMW, BibliU will implement a comprehensive and dynamic marketing plan. Our strategy will include vibrant flyers and eye-catching signage throughout the campus to attract students, faculty, and visitors to the campus store. We will organize promotional days, offering exclusive discounts, giveaways, and themed events to draw in the campus community and create buzz around the store.

Additionally, we will collaborate with alumni and university clubs to host events and activities that promote the store, such as book signings, meet-and-greets, and club-sponsored product showcases. These partnerships will help us tap into the existing networks and enthusiasm within the university community, fostering a sense of ownership and pride in the campus store.

Special emphasis will be placed on creating an inviting and engaging store atmosphere, with seasonal decorations, attractive product displays, and interactive elements like demo stations for tech products or sampling stations for café offerings. By aligning our marketing efforts with the academic calendar, we will capitalize on key times such as the start of the semester, finals week, and homecoming, ensuring maximum visibility and engagement.

Through these on-site marketing initiatives, BibliU Campus aims to not only increase store traffic and sales but also to establish the campus store as a central hub of activity and UMW spirit.

3. Enhancing Store Visibility

UMW's academic calendar and campus events will play an important role in our event, promotions, and advertising campaigns, which will be synchronized throughout all communication conduits: print, social media, campus store website, store and campus signage. The promotions calendar commemorates social and cultural events, student-focused promotions, and campus events. From Back-to-School to finals week we have a plan to keep customer traffic high and prices low.

To enhance the on-site store marketing at UMW, BibliU will implement a comprehensive and dynamic marketing plan. Our strategy will include vibrant flyers and eye-catching signage throughout the campus to attract students, faculty, and visitors to the campus store. We will organize promotional days, offering exclusive discounts, giveaways, and themed events to draw in the campus community and create buzz around the store.

Additionally, we will collaborate with alumni and college clubs to host events and activities that promote the store, such as book signings, meet-and-greets, and club-sponsored product showcases. These partnerships will help us tap into the existing networks and enthusiasm within the college community, fostering a sense of ownership and pride in the campus store.

Special emphasis will be placed on creating an inviting and engaging store atmosphere, with seasonal decorations, attractive product displays, and interactive elements like demo stations for tech products or sampling stations for café offerings. By aligning our marketing efforts with the academic calendar, we will capitalize on key times such as the start of the semester, finals week, and homecoming, ensuring maximum visibility and engagement.

Through these on-site marketing initiatives, BibliU Campus aims to not only increase store traffic and sales but also to establish the campus store as a central hub of activity and school spirit within the system.

4. Partnering with Campus Organizations

In addition to bringing national and statewide trends to UMW, we work with individual groups on campus to understand their needs and desire for how they wish to show their Campus spirit. We see events such as athletics, graduation, academic fairs, and author signings as great places to promote and advertise the UMW brand.

5. Attracting Students, Families, and Alumni

We understand that a successful course material access and campus store program goes beyond transactions—it fosters engagement, school spirit, and a seamless shopping experience for the entire university community. Our strategies are designed to attract students, families, and alumni while enhancing the shopping experience in both physical and digital environments.

- **Omnichannel Shopping:** We provide a seamless, integrated shopping experience between our e-commerce platform and physical stores, ensuring students can access course materials, school merchandise, and essential supplies from anywhere.
- **Mobile Optimization & Easy Checkout:** A mobile-friendly website with multiple payment options, including financial aid, ensures convenience for students and their families.
- **Student Discounts & Loyalty Programs:** Special promotions, exclusive discounts, and rewards programs incentivize engagement and repeat purchases.
- **Curated Family & Alumni Collections:** We offer exclusive merchandise collections designed for families and alumni, including spirit wear, commemorative items, and gift bundles.
- **Seasonal & Special Promotions:** Special campaigns during key academic milestones (orientation, homecoming, graduation) encourage alumni and families to celebrate with school-branded merchandise.

By implementing these strategies, we ensure that our digital and physical stores are not just retail spaces but extensions of the university experience, fostering a sense of belonging and pride among students, families, and alumni.

7. Online Retail Offering

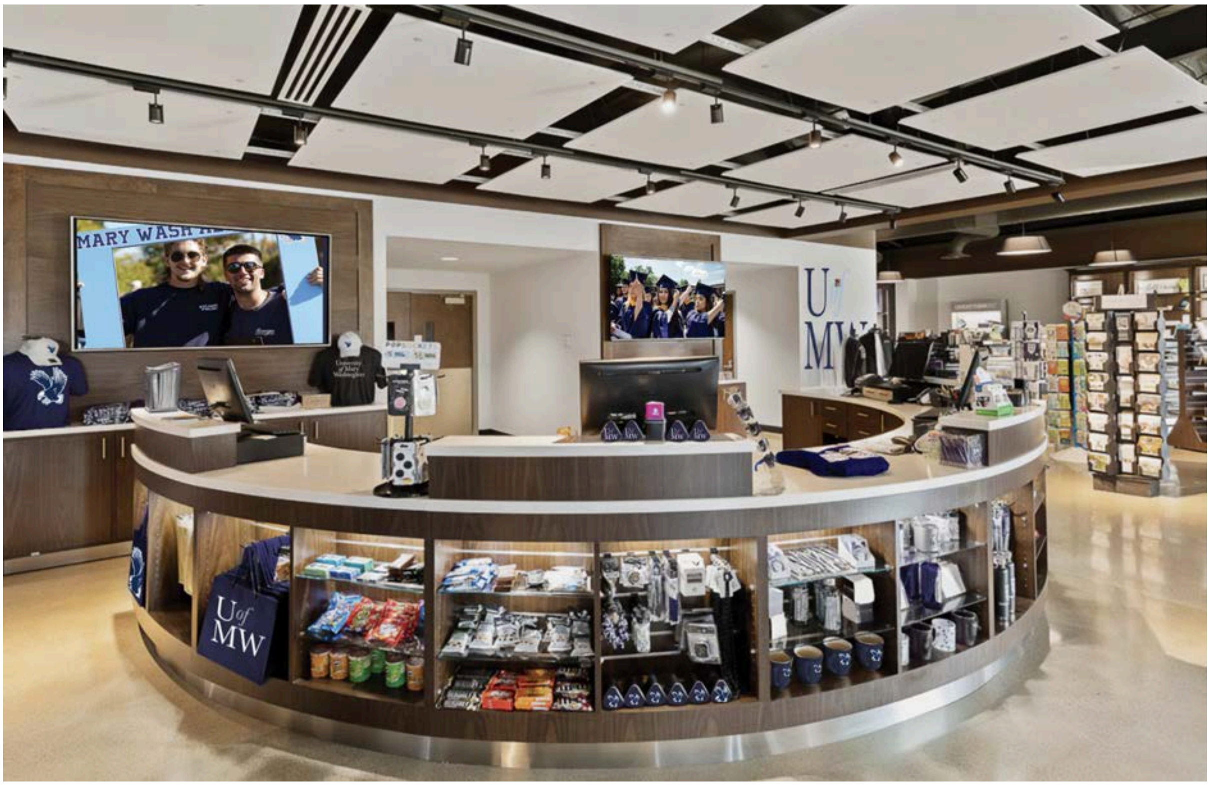
BibliU keeps an inventory of merchandise of well-known brands, such as Adidas, Under Armour, Ogio, Champion and Nike. Since BibliU keeps these items in stock at the store, we can ship items right away, thereby capturing the sale in real time. BibliU will work with the College to display your logo and emblematic products in high-traffic campus locations to drive your institution's brand.

O. Facilities and Equipment

1. A Central Hub of Activity

Special emphasis will be placed on creating an inviting and engaging store atmosphere, with seasonal decorations, attractive product displays, and interactive elements like demo stations for tech products or sampling stations for café offerings. By aligning our marketing efforts with the academic calendar, we will capitalize on key times such as the start of the semester, finals week, and homecoming, ensuring maximum visibility and engagement.

Through these on-site marketing initiatives, BibliU Campus aims to not only increase store traffic and sales but also to establish the campus store as a central hub of activity and school spirit within the system.



"Our relationship with BibliU has been amazing. From our very first conversation to full implementation, they have always been there, have always been responsive, and have always been considerate and understanding of our challenges. Our partnership with BibliU provides a bookstore that's more than just a place to purchase textbooks—it's a hub for convenience, connection, and support, designed to meet the evolving needs of our students. We're excited to offer an improved space that fosters success both in and out of the classroom."

- Jim Millard, Vice President for Administration and Chief Financial Officer at Craven Community College

2. Renovation Plan and Budget

With continuation of an Inclusive Access program, BibliU proposes to contribute $50,000 for facility investment to furnish and decorate the new campus store location. Should UMW be open to implementing an Equitable Access program, BibliU would increase the facility investment to $150,000.

New fixturing, counters, aisles, and flooring will accentuate clothing and gifts display and create spirit neighborhoods for various campus demographics. Faculty and alumni, student modern fashion, and athletics designated areas will provide a contemporary and inviting campus presence. We will reduce the course materials space and provide a technology center within the store for the campus community to experience the showroom feel of technology merchandise

We approach design from both an aesthetics and functionality perspective. The course material space will be redesigned to handle store pick up and technology-aided ordering of any non digital product. BibliU's retail spaces influence customer shopping behavior with engaging product displays, convenient check-out and service counter positioning, and comfortable aisle spaces. We bring the expertise and apply it to your campus and culture. Your exposure is everything when it comes to a positive customer experience.

3. Garbage Disposal, Maintenance, and Cleanliness

BibliU affirms that it shall comply with all University requirements surrounding waste disposal, cleaning, and maintenance.

P. Financials

1. Financial Terms

a. Sales and Commission Payment Structure

BibliU proposes two financial models for consideration - Bookstore Management with Inclusive Access (variable pricing) and Bookstore Management with Equitable Access (flat pricing per student per text). **We recommend the Equitable Access package for the greatest savings for students and the highest financial return to the University.**

Option 1: Inclusive Access Financial Package

The financial package below represents bookstore management with an Inclusive Access program and bonuses available for hitting IA adoption thresholds. BibliU will work closely with UMW leadership and faculty to increase IA adoption, maximizing the financial return to the institution and allowing more students to benefit from Day 1 affordable access.

Proposed Financial Package for Inclusive Access Model	
Commissions	General Merchandise - 10% Digital Course Materials - 6% Non-digital Course Materials - 10%
IA Adoption Bonuses	25% adoption - $20,000 35% adoption - additional $20,000
Facility Investment	Up to $50,000
Scholarships	$5,000 annually

Option 2: Equitable Access Financial Package

Proposed Financial Package for Equitable Access Model	
Commissions	General Merchandise - 13% Digital Course Materials - 9% Non-digital Course Materials - 13%
Signing Bonus	$100,000
Facility Investment	Up to $150,000

Scholarships	$10,000 annually
Optional Additional Auxiliary Revenue	**$150,000+** *By marking up the BibliU flat fee by $5 per text

*With an Equitable Access model, UMW will have the option to charge an additional fee on top of BibliU's EA fee to the institution. This figure approximately represents a $5 per text markup.

2. Sales, Reporting, and Commission Terms

e. Monthly Financial Reporting

Sample Quarterly Sales Report

BIBLIU
SAMPLE
CONTRACT YEAR 2022-2023
4th QUARTER

	August 10-2023	September 11-2023	October 12-2023
Sales-Used Books	$ 157,514.55	$ 23,828.26	$ 7,622.98
Sales-New Books	$ 462,117.96	$ 200,215.34	$ 23,617.37
Sales-Supplies	$ 35,040.50	$ 13,427.49	$ 8,026.60
Sales-Soft Goods	$ 11,216.55	$ 6,508.87	$ 4,519.52
Sales-Sundries	$ 6,007.11	$ 6,803.53	$ 6,421.98
Sub-Total	$ 671,896.67	$ 250,783.49	$ 50,208.45
Less Discounted Sales	$ (3,359.45)	$ (7,975.45)	$ (6,501.50)
Net Totals	$ 668,537.22	$ 242,808.04	$ 43,706.95
Prior Year Totals	$ 856,639.95	$ 366,458.33	$ 27,811.59

Sample Annual Commissions Report

BIBLIU
SAMPLE
CONTRACT YEAR 2022-2023
ANNUAL COMMISSION

	FIRST QTR	SECOND QTR	THIRD QTR	FOURTH QTR
Sales-Used	$ 158,867.33	$ 19,121.06	$ 53,480.07	$ 188,965.79
Sales-New	$ 584,549.47	$ 41,021.06	$ 170,461.28	$ 685,950.67
Sales-Supp	$ 42,984.86	$ 9,926.94	$ 17,914.72	$ 56,494.59
Sales-Soft (	$ 24,528.08	$ 17,650.84	$ 19,176.79	$ 22,244.94
Sales-Sund	$ 12,765.10	$ 15,487.64	$ 10,582.13	$ 19,232.62
Sub-Total	$823,694.84	$103,207.54	$271,614.99	$972,888.61
Less Discou	$ (127,836.50)	$ 5,446.70	$ (15,471.40)	$ (17,836.40)
Net Totals	$695,858.34	$108,654.24	$256,143.59	$955,052.21

GROSS REVENUES FOR YEAR ENDED JULY 31, 2023

Commission from $ 0 to $ 2,500,000 @ 14.5%:
Commission greater than $ 2,500,000 @ 15.1%:
Total Calculated Rents:
Less Guarantee:
Less Internet Expense
TOTAL COMMISSIONS DUE ....

Q. Renovation and Construction

2. Design and Construction Capabilities

BibliU works with vendors to plan new designs and renovations based on the requirements of the institution, limitations of the existing space, and the scope of the proposed facility investment. BibliU will manage all responsibility associated with financing and managing the renovation process.

R. Contract Transition

1. Implementation and Transition Plan

BibliU understands the need for transition to be smooth, seamless and have the least impact on your campus constituencies. Our team will consist of the VP of Retail, Regional Manager, Director of General Merchandise, and a dedicated transition manager who works with transition and into the first months of new operation to train staff and acclimate the new team and serve as point person for campus faculty, staff and administrative questions.

The VP will meet with campus organizations on campus and be a point person for administrative and IT related integration questions along with the BibliU IT support team. The regional manager will work through operational needs and training matters to ensure the store operations meld seamlessly into UMW’s campus needs and procedures.

BibliU transition leaders will direct the training of your campus staff. Tasks related to the transition will be delegated to the team experts. A summary plan (a small sample of the overall transition plan) is included below:

Task	8	7	6	5	4	3	2	1	Transition Week	1	2	3	4	5	6	7	8	9	10
Introductory Campus Visit																			
Meet with contract administrator and key campus contacts, Inventory, Contract implementation, Current employee status, Transition planning, Establish key campus contacts																			
Meet with key campus contacts including Academics, Business Office, Bursar, Financial Aid, Athletics, and Students groups																			
Human Resources																			
Introduction with current employees																			
Initial interviews, distribute compensation and benefits																			
Coordinate recruitment needs for additional employees																			
Confirm staff positions, compensation, provide on-boarding, and distribute employee handbooks																			
Employee Training, Customer Service, Textbooks, Spirit Items, Accounting, Personnel, Campus Relations																			
Administrative Support Operations																			
Setup Intranet, IP addresses and connection with BibliU servers																			

Assemble training reference library and create Service Excellence reporting
Establish vendor and credit card accounts
IT Related Tasks
Meeting with IT network contacts, establish interface and integration requirements
Coordinate systems switchover
Register store website URLs, coordinate implementation Registrar Integration link
Campus Outreach Planning
Identify upcoming special campus events
Identify faculty senate meetings and times and schedule faculty orientation for online adoptions
Identify opportunity to meet with student senate and student groups
Identify dates and time for grand opening and student/staff appreciation promotions

Institutional Resources

BibliU's transition team will work closely with all campus constituencies, including IT, academics, student services, and marketing to ensure the transition is both seamless and efficient. We direct you to our detailed transition plan to correlate campus stakeholders to BibliU transition personnel and activities.

Technology Implementation Plan

Our proposed transition plan will allow for a seamless transition from current operations and ensure that all students have access to the content they need on day one. BibliU will work with you to produce a detailed version of this plan, in full collaboration with the UMW team to ensure all strategic goals are met.

Task/Item to Complete	Overview	Responsible Party	Weeks
Campus-wide Communication and Faculty Engagement	BibliU hosting multiple sessions with different faculty/staff at UMW, detailing 'why moving to equitable access' makes sense for UMW, including the benefits to both faculty and students. Sessions would include: • UMW Senior Leadership Session (formal session) • UMW Department Deans/Heads of Department Session (formal session) • Other Faculty Sessions (multiple non- mandatory drop-in sessions) • Other support staff (multiple non-mandatory drop-in sessions)	BibliU	8 Weeks
Adoptions Submissions - Deadline/Due Date	Faculty will use the adoption tool or agreed mechanism to submit adoptions to BibliU.	UMW	3 Weeks
Review and Confirmation of Adoptions	BibliU will review the booklist and raise questions related to adoptions to ensure all courses/sections have an adoption OR confirm that no adoptions are required.	BibliU/ UMW	2 Weeks
IT Integration Work	Initial kick-off meeting to detail technical requirements including: • SSO integration • LTI integration • Student-facing messages via LMS • SIS Data Feeds (including necessary format to automate setup of 'additional sections') Technical work to be completed over a six-week period with a two-week testing window.	BibliU/ UMW	8 Weeks

Corporate Support

As we begin our journey together, we will deploy our team of transition leaders immediately after contract award. The transition team's assignment is to gather critical local knowledge and pave the way for a smooth transition from the current operation, essential for the convenience of the total academic community. Transition timing is critical to guard against unnecessary inconveniences, and guarantee efficient operations and service. As described in the detailed campus store transition plan, some of the primary key objectives are:

- Execute inventory buyout
- Assess textbook adoption process and current standing
- Assess current staff and staffing requirements
- Technology and equipment acquisition
- Systems initiation and/or integration
- e-commerce startup
- Faculty introductions
- Administration and key contact introductions
- Merchandise orders
- Initiate store interior design plan
- Initiate marketing and promotion schedule
- Training schedule

Transition Team

BibliU's vice president and transition manager will coordinate the transition with UMW's regional manager, who will lead the on-site recruiting, selection, and training of your Campus Store managers and staff. Tasks related to the transition will be delegated to the following team as appropriate:

- Vice President, BibliU Retail
- Regional Manager, BibliU Retail
- Transition Manager, BibliU Retail
- BibliU General Merchandise Staff
- Business Development/Campus Relations, BibliU Retail
- Director, Information Technology, BibliU Corporate
- Executive Administrative Assistant, BibliU Retail
- BibliU Accounting Manager
- BibliU Accounting Staff
- Bookstore Staff

2. Employment of Current Staff

BibliU works closely with new partners to ensure that it complies with preferences regarding existing staff. Upon successful award, BibliU will interview existing staff to ensure they comply with BibliU and University standards, and extend formal offers to leadership prior to transition.

S. Experience and Qualifications of Firm

1. References

Wake Technical Community College	
Contact Information	B.J. Watson, Senior Business Operations Manager P (office): 919-866-5787 P (cell): 919-805-5681 E: bjwatson@waketech.edu
Address	9101 Fayetteville Rd, Raleigh, NC 27603

Nelson University	
Contact Information	Katie White, Director of Business Services E: kwhite@nelson.edu Peggy Jones, Dean of Academic Services E: pjones@nelson.edu
Address	1200 Sycamore St, Waxahachie, TX 75165

East Texas A&M University	
Contact Information	Tina Livingston, Vice President, Business & Administration P: 903.886.5667 E: tina.livingston@tamuc.edu
Address	P.O. Box 3011, Commerce, TX 75429

Craven Community College	
Contact Information	Jim Millard, Executive Vice President E: millardj@cravencc.edu P: (252) 638-7200
Address	800 College Ct, New Bern, NC 28562

2. Case Studies

BibliU has a proven track record of collaborating with our institutional partners to adapt and accommodate their evolving needs in college retail, as demonstrated by the following case studies:

- **Florida SouthWestern State College (FSW):** FSW required a more flexible approach to campus retail operations, and BibliU worked closely with them to implement innovative solutions. For game day events, we provided a pop-up store tailored to deliver game day merchandise to students and faculty at specific locations. Additionally, FSW decided to repurpose a physical store location at one of its campuses due to low foot traffic. BibliU addressed this challenge by introducing a vending machine service that offered general merchandise items. The vending machine, branded with FSW logos, is managed by the BibliU store team, and its sales and merchandise assortment are regularly assessed to ensure it meets student demand.
- **Reading Area Community College (RACC):** At RACC, BibliU leveraged the FFE (Furniture, Fixtures, and Equipment) budget to redesign the store layout and accommodate changing campus needs. Recognizing that the full store space was not required for merchandise, we introduced a seating area within the store. This new space allows students to gather and collaborate while enjoying refreshments from a neighboring café. This adaptation enhanced the store's utility as a community hub while maintaining its primary retail function.

3. Lost Clients

BibliU has not lost any clients within the past three (3) years.

4. VASCUPP Member Institution Sales

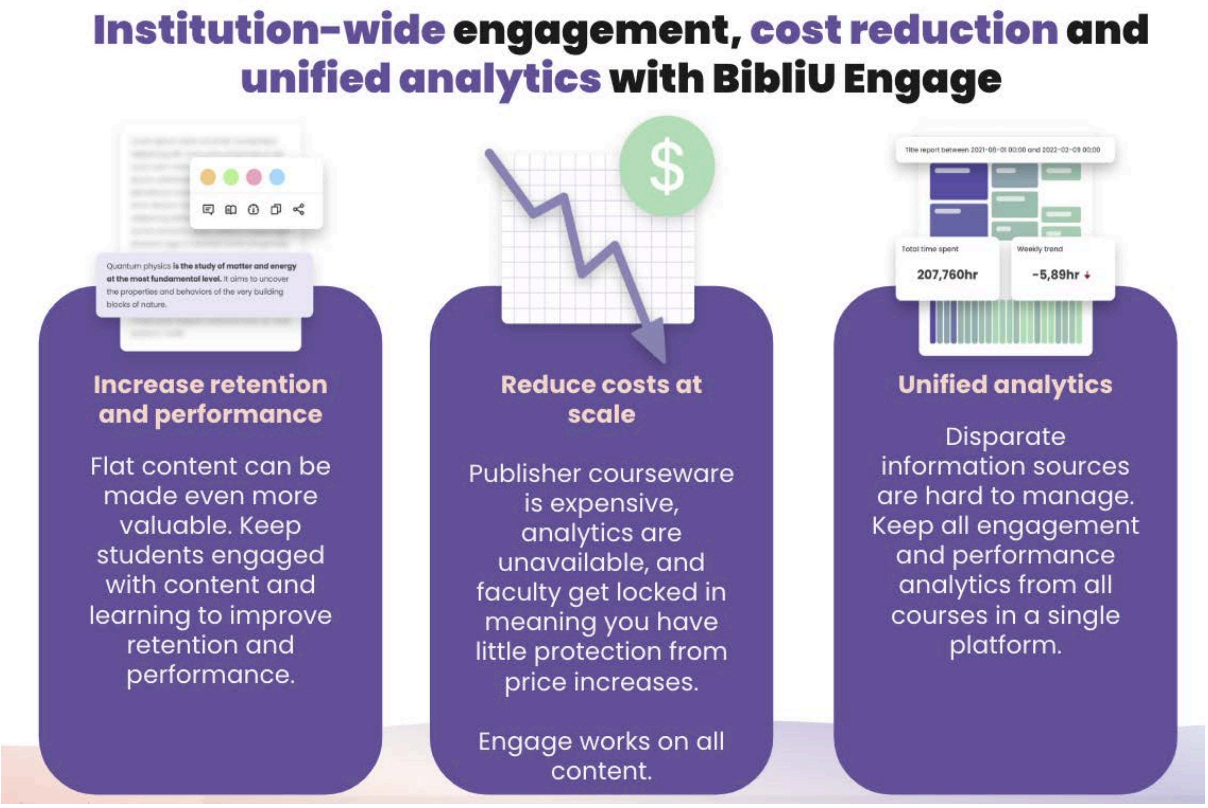
BibliU affirms that it does not currently have any annual sales to report with VASCUPP Member Institutions.

5. Annual Report

BibliU’s most recent financial reports are included in Appendix A.

T. Other Related Goods and Services

BibliU's "Engage" solution empowers faculty with the ability to create custom quizzes and provides academics with real-time analytics that facilitate early identification of students who may need additional support. Serving dual purposes, "Engage" also acts as a courseware-like platform for OER content, creating a versatile and resource-rich platform that supports both educators and students in the digital learning landscape.



U. Sustainability

BibliU is committed to supporting UMW's diverse community through curated offerings that reflect local culture and priorities. By incorporating wellness resources, eco-friendly merchandise, and technology-enhanced spaces, our stores foster an inclusive and sustainable environment.

These forward-thinking solutions and partnerships ensure that BibliU aligns with UMW's vision while delivering innovative, student-focused services that strengthen the UMW's mission to enhance campus life and support student success.

At BibliU, sustainability is ingrained in our ethos, guiding our operations at every step. As a digital-first provider, we prioritize eco-conscious practices that minimize our environmental impact. Our platform significantly reduces the need for printing and air shipping, thereby conserving natural resources and reducing carbon emissions. In alignment with UMW's sustainability practices, we are committed to implementing the following initiatives:

- **Digital-first Approach:** By offering digital course materials, we minimize paper usage and eliminate the need for physical shipping. This not only reduces waste but also lowers our carbon footprint, contributing to environmental conservation efforts.
- **Partner Collaboration:** We carefully select partners and suppliers who share our commitment to sustainability. By working with like-minded organizations, we collectively promote eco-friendly practices throughout our supply chain, from production to delivery.
- **Waste Reduction:** We actively promote recycling and waste reduction initiatives within our operations. Our staff is trained to properly dispose of waste materials, and we encourage the reuse and recycling of packaging materials whenever possible.
- **Energy Efficiency:** We invest in energy-efficient technologies and equipment to optimize energy usage within our facilities. This includes using LED lighting, energy-efficient appliances, and programmable thermostats to minimize energy consumption and reduce our environmental footprint. Additionally, our technology is hosted on AWS, which has developed various initiatives aimed at sustainability, such as investing in renewable energy projects, increasing energy efficiency in its data centers, and setting goals to use 100% renewable energy for its global infrastructure.
- **Sustainable Merchandise:** In addition to digital course materials, we offer a range of eco-friendly merchandise options in our bookstore. These

products are made from sustainable materials and sourced from suppliers who prioritize environmental responsibility.

- **Educational Outreach:** We organize educational workshops and events to raise awareness about environmental issues and promote sustainable living practices among students, faculty, and staff. By fostering a culture of sustainability, we empower the University community to make environmentally conscious choices.
- **Continuous Improvement:** We continuously evaluate and enhance our sustainability initiatives to ensure they align with University environmental/sustainability practices. Through feedback mechanisms and ongoing monitoring, we strive to innovate and improve our environmental performance over time.
- **Carbon Negative Commitment:** BibliU is proud to be a certified Carbon Negative company. Partnering with Seedling.earth, we have measured, reduced, and offset our carbon footprint, going beyond Carbon Neutral to achieve Carbon Negative status. Through meaningful reduction initiatives and analysis of our biggest environmental impacts, we have implemented long-term solutions. Moreover, we offset over 100% of unavoidable emissions through verified global projects, demonstrating our commitment to tackling climate change.

V. Exclusive Beverage Agreement

BibliU affirms that the University of Mary Washington maintains the right to have exclusive agreements. bibliU will comply with all the agreement's terms and conditions. BibliU confirms understanding of the exclusive agreement with Pepsi Bottling Group, LLC. for carbonated and non-carbonated soft drinks; fountain tea; bottled teas, coffees, juices, Isotonic beverages and bottled water.

BibliU also confirms understanding of the beverages that are exempt from exclusivity, and confirms that no exempted beverages will be advertised on campus.

Appendix A - Financial Statements

Texas Book Company

Consolidated Financial Report
October 31, 2022

C O N T E N T S

Page

Independent Auditor's Report 1

Consolidated Financial Statements

Consolidated Balance Sheets 4

Consolidated Statements of Income and Retained Earnings 5

Consolidated Statements of Cash Flows 6

Notes to Consolidated Financial Statements 7

Supplemental Information

Supplemental Schedule of Consolidating Division Income (Loss) from Operations for the Year Ended October 2022 14

Supplemental Schedule of Consolidating Division Income (Loss) from Operations for the Period from April 1, 2021 through October 31, 2021 16

Independent Auditor's Report

To the Owner and Management of
Texas Book Company, Inc.

Opinion

We have audited the consolidated financial statements of Texas Book Company, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of October 31, 2022 and 2021, and the related consolidated statements of income and retained earnings, and cash flows for the year ended October 31, 2022 and for the period from April 1, 2021 through October 31, 2021, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company and its subsidiaries as of October 31, 2022 and 2021, and the results of their operations and their cash flows for the year ended October 31, 2022 and the period from April 1, 2021 through October 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued (or when applicable, one year after the date that the consolidated financial statements are available to be issued).

The Owner and Management of
Texas Book Company, Inc.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

The Owner and Management of
Texas Book Company, Inc.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary consolidating information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
February 9, 2023

Texas Book Company, Inc.

Consolidated Balance Sheets

October 31, 2022 and 2021

		2022		2021
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	$	7,218,515	$	4,830,221
Trade accounts receivable, net		3,907,551		2,839,521
Other receivables		1,453,891		2,616,976
Inventories		5,335,468		5,097,163
Income tax receivable		-		622,798
Prepaid expenses and other		155,713		455,466
Total current assets		18,071,138		16,462,145
PROPERTY, PLANT AND EQUIPMENT, net		476,773		341,728
TOTAL ASSETS	$	18,547,911	$	16,803,873
LIABILITIES AND SHAREHOLDER'S EQUITY				
CURRENT LIABILITIES				
Trade accounts payable	$	2,902,562	$	2,229,113
Accrued liabilities		1,591,034		1,473,383
TOTAL LIABILITIES		4,493,596		3,702,496
SHAREHOLDER'S EQUITY				
Common stock, $1 par value per share; 1,000 shares authorized 100 shares issued and outstanding		100		100
Additional paid-in-capital		6,297		6,297
Retained earnings		16,710,375		15,735,687
Shareholder distributions		(21,750)		-
Treasury stock		(2,640,707)		(2,640,707)
Total shareholder's equity		14,054,315		13,101,377
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$	18,547,911	$	16,803,873

The Notes to Consolidated Financial Statements
are an integral part of these statements.

Texas Book Company, Inc.

Consolidated Statements of Income and Retained Earnings
Year Ended October 31, 2022 and
Period from April 1, 2021 through October 31, 2021

	Year Ended October 31, 2022	April 1, 2021 through October 31, 2021
NET SALES	$ 41,470,162	$ 24,880,116
COST OF SALES	26,469,723	15,956,183
Gross profit	15,000,439	8,923,933
OPERATING EXPENSES	13,967,946	6,439,623
Income from operations	1,032,493	2,484,310
OTHER INCOME (EXPENSE)		
Gain on forgiveness of note payable	-	1,409,720
Gain (loss) on sale of property, plant and equipment	500	(256,395)
Other income (expense)	791	14,196
Total other income (expense)	1,291	1,167,521
Income before income taxes	1,033,784	3,651,831
Income tax expense	59,096	108,564
NET INCOME	974,688	3,543,267
RETAINED EARNINGS, beginning of year and period, respectively	15,735,687	12,192,420
RETAINED EARNINGS, end of year and period, respectively	$ 16,710,375	$ 15,735,687

The Notes to Consolidated Financial Statements
are an integral part of these statements.

Texas Book Company, Inc.

Consolidated Statements of Cash Flows
Year Ended October 31, 2022 and
Period from April 1, 2021 through October 31, 2021

	Year Ended October 31, 2022	April 1, 2021 through October 31, 2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 974,688	$ 3,543,267
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	250,440	175,965
(Gain) loss on sale of property, plant and equipment	(500)	256,395
Gain on forgiveness of note payable	-	(1,409,720)
Deferred income taxes	-	107,639
Changes in current assets and liabilities:		
Trade accounts receivable	(1,068,030)	(179,287)
Other receivables	1,163,085	(1,679,587)
Inventories	(238,305)	(160,649)
Income tax receivable	622,798	-
Prepaid expenses and other	299,753	205,861
Trade accounts payable	673,449	53,117
Accrued liabilities	117,651	(173,060)
Net cash provided by operating activities	2,795,029	739,941
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(384,985)	(157,333)
Increase in note receivable from affiliate	-	469,870
Net cash (used in) provided by investing activities	(384,985)	312,537
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions paid	(21,750)	-
Net cash used in financing activities	(21,750)	-
Net change in cash and cash equivalents	2,388,294	1,052,478
CASH AND CASH EQUIVALENTS, beginning of year and period, respectively	4,830,221	3,777,743
CASH AND CASH EQUIVALENTS, end of year and period, respectively	$ 7,218,515	$ 4,830,221
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year and period, respectively, for taxes	$ 24,354	$ 925

The Notes to Consolidated Financial Statements
are an integral part of these statements.

Texas Book Company, Inc.

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies

Business

Texas Book Company, Inc. (the Company) was incorporated in Texas in March, 1976. The Company is a wholesaler of new and used textbooks and operates 33 college retail bookstores located in Texas, Louisiana, Oklahoma, New Mexico and Arkansas under contracts with colleges, expiring through 2026 (annually renewable thereafter).

Prior to March 31, 2021, the Company had operated as a C Corporation. Effective April 1, 2021, the Company elected S Corporation status. As a result, the company changed its fiscal year end to October 31.

Principles of Consolidation

The consolidated financial statements include the activities of Texas Book Company, Inc. and ECBD, LLC, a wholly owned subsidiary. All significant intercompany transactions have been eliminated.

Revenue Recognition

The Company recognizes revenue from the sale of merchandise at the time the merchandise is sold and the customer takes delivery. Returns are recognized at the time the merchandise is returned and processed. At each period end, an estimate of sales returns is recorded. Sales return reserves are based on historical returns as a percentage of sales activity. The historical returns percentage is applied to the sales for which returns are projected to be received after the period end.

The Company recognizes revenues from book rentals ratably throughout the rental period. Cost of rental books is amortized over the estimated useful life of the rented book and recorded as a period expense.

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less at the date acquired to be cash equivalents.

The Company maintains its cash in deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Inventories

Inventories are stated at the lower of cost (determined by the retail method for book inventories at the retail stores and the first-in, first-out method for other inventories) or market.

Property, Plant and Equipment

Property and equipment is stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

	Years
Office furniture and equipment	5 - 7
Transportation equipment	5

Leasehold improvements are depreciated using the straight-line method over the lesser of the term of the lease or the useful life of the asset, which range from 3 to 7 years.

Income Taxes

The Company is classified as an S Corporation for Federal income tax purposes effective April 1, 2021. Prior to this date, the Company had operated as a C Corporation.

Effective April 1, 2021, when the Company elected S Corporation status, the profits and losses of the Company began flowing through to the shareholders to be taxed at the individual level rather than the Company level. Therefore, for the period from April 1, 2021 through October 31, 2021 and for the year ended October 31, 2022, no provision or liability for federal income taxes has been included in the Company's consolidated financial statements, other than to reflect the derecognition of the Company's net deferred tax asset at the time the Company elected S Corporation status.

Prior to April 1, 2021, income taxes were provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. An asset and liability approach is used in accounting for income taxes. In addition, a valuation allowance is used, if necessary, to reduce deferred tax assets by the amount of any tax benefits that are not expected to be realized in the future based on available evidence.

As of October 31, 2022 and 2021, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the consolidated financial statements and as such, the adoption of these provisions did not have a material impact on the Company's consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and revenues and expenses as of and for the reporting periods. Actual results could differ from those estimates.

Accounts Receivable

Based on management's evaluation of uncollected accounts receivable at the end of each year, bad debts are provided for on the allowance method. The allowance for doubtful accounts as of October 31, 2022 and 2021 was $7,834 and $13,363, respectively.

Employee Retention Credit

The ERC allows for a refundable tax credit against certain employment taxes equal to a percentage of qualified wages paid. Qualified wages are limited to wages paid to employees who were not providing services due to the COVID-19 pandemic. During the the period from April 1, 2021 through October 31, 2021, the Company recognized $1,358,523, related to the ERC as a reduction of the associated costs within operating expenses on the consolidated statements of income and retained earnings and within other receivables on the consolidated balance sheets.

Advertising Costs

The Company expenses advertising costs as they are incurred. Advertising expense for the year ended October 31, 2022 and for the period from April 1, 2021 through October 31, 2021 was $84,163 and $47,707, respectively.

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842), which requires lessees to recognize a right-of-use asset and lease liability for all leases with terms of more than 12 months. Recognition, measurement and presentation of expenses will depend on classification as a finance or operating lease. ASU 2016-02 is effective for the Company beginning in fiscal year 2023. The Company is currently evaluating the impact to its future financial statements.

Note 2. Inventories

The retail division's inventory consists principally of new and used books and supplies, and the wholesale division's inventory consists of new and used books.

Inventories by division at October 31, are as follows:

	2022	2021
Retail	$ 5,016,648	$ 4,761,749
Wholesale	318,820	335,414
Total	$ 5,335,468	$ 5,097,163

Note 3. Property, Plant and Equipment

Property, plant and equipment at October 31, consist of the following:

	2022	2021
Office furniture and equipment	$ 2,585,562	$ 2,607,021
Transportation equipment	489,589	451,966
Leasehold improvements	2,394,702	2,394,702
Construction in progress	-	21,212
Total property, plant and equipment	5,469,853	5,474,901
Accumulated depreciation	(4,993,080)	(5,133,173)
Property, plant and equipment – net	$ 476,773	$ 341,728

Depreciation expense for the year ended October 31, 2022 and the period from April 1, 2021 through October 31, 2021 was $250,440 and $175,965, respectively.

Note 4. Revolving Line of Credit and Notes Payable

The Company has a revolving line of credit with borrowing limit of $5,000,000, with an unpaid balance due, if any, November 1, 2023, and interest payable monthly at SOFR rate plus 3.0% (3.05% at October 31, 2022), secured by the bank accounts of the Company. The revolving line of credit requires maintenance of specified levels of tangible net worth. The Company had a balance of $0 outstanding under the revolving line of credit at October 31, 2022 and 2021. On October 29, 2021, the Company renewed the line of credit through November 1, 2023.

On May 8, 2020, the Company, as obligor, entered into a promissory note evidencing an unsecured loan in the approximate amount of $1,409,700 under the Paycheck Protection Program (PPP) pursuant to the CARES Act that was signed into law in March 2020. The note matures two years after the date of the loan disbursement and bears interest at a fixed annual rate of 1.00%, with the first six months of principal and interest deferred. Under the terms of the CARES Act, as amended by the Paycheck Protection Program Flexibility Act of 2020 (Flexibility Act), and the PPP, the Company can apply for and be granted forgiveness for all or a portion of the loan issued under the PPP and the loan is expected to be forgiven to the extent the proceeds are used in accordance with the PPP to cover payroll, mortgage interest, rent, and utility costs incurred by the Company over the 8-week period following the loan disbursement date. On November 19, 2020, the Company's application for forgiveness of the PPP Loan was accepted by the Small Business Association and the note was fully forgiven. On January 21, 2021, the Company entered into another promissory note in the amount of $1,409,720 under the PPP with the same provisions as the first note. On August 27, 2021 The Company's application for forgiveness of the PPP Loan was accepted by the Small Business Association and the note was fully forgiven.

Note 5. Income Taxes

Federal income tax expense is different from amounts computed by applying the customary federal income tax rates to income before income tax due to permanent differences resulting primarily from meal and entertainment expense deductions and temporary differences resulting from significant differences between depreciation methods and lives for federal income tax purposes and financial reporting purposes, inventory costs capitalized for tax purposes, and the allowance for bad debts.

Primarily, deferred income taxes are provided for differences resulting from the use of the direct write-off method for bad debts, uniform capitalization of inventory costs, and accelerated depreciation methods for income tax purposes. No valuation allowance is considered necessary for deferred tax assets.

Income tax (benefit) expense for the year ended October 31, 2022 and for the period from April 1, 2021 through October 31, 2021 consists of the following:

	2022	2021
Federal - current	$ 30,305	$ -
State	28,791	925
Derecognition of prior years' deferred items	-	107,639
Income tax expense	$ 59,096	$ 108,564

Prior to March 31, 2021, the Company had operated as a C Corporation. Effective April 1, 2021, the Company has elected S Corporation status. Earnings and losses after that date will be included in the personal income tax returns of the stockholders and taxed depending on their personal tax strategies. As a result, the Company will not incur any additional income tax obligations, and future financial statements will not include a provision for Federal income taxes.

Note 6. Commitments

Leases

At October 31, 2022, the Company operated 32 retail stores and one warehouse under operating lease agreements expiring in fiscal years 2022 to 2030. Fourteen agreements (14 stores) require minimum payments plus contingent rents ranging from 2% to 17% of revenues over specified amounts.

Eighteen agreements require contingent rents ranging from 1% to 13% of revenue. The agreement for the warehouse only requires minimum payments. Total expense consisting of minimum and contingent rentals, respectively, for these and other month-to-month agreements was $1,800,902 and 1,106,161 for the year ended October 31, 2022 and $1,941,026 and $1,036,510 in for the period from April 1, 2021 through October 31, 2021.

Future minimum payments under store operating leases with initial or remaining lease terms in excess of one year at October 31, 2022, are due as follows:

Year Ending October 31,		
2023	$	1,372,403
2024		745,411
2025		475,904
2026		182,834
2027		177,834
Thereafter		379,946
Total	$	3,334,332

Note 7. Related Party Transactions

The Company has entered into a lease agreement through fiscal year 2022 for warehouse storage, office space, and a computer system from a partnership owned by certain Company shareholders with a related monthly lease payment of $33,333 for the year ended October 31, 2022 and the period from April 1, 2021 through October 31, 2021. Rent expense related to this agreement totaled $400,000 for the year ended October 31, 2022 and $233,331 for the period from April 1, 2021 through October 31, 2021. Future minimum payments under the lease agreement are included in Note 6.

Periodically the Company enters into short-term financing transactions with partnerships owned by certain shareholders and directly with the certain shareholders. As of October 31, 2022 and 2021, there were no balances outstanding.

Note 8. Contingencies

The Company has various disputes arising in the ordinary course of business. Management believes that sufficient reserves for future losses have been recognized in the consolidated financial statements and that there is no dispute that could result in a materially adverse effect on the results of operations or financial condition of the Company.

The Company has recorded an accrued liability of $150,000 as of October 31, 2022 and 2021, respectively, related to potential litigation. The amount is an estimate that is based on its longevity within the industry and the Company believes the current estimate to be adequate to cover this provision.

Note 9. Deferred Compensation Arrangements

Deferred compensation contracts are accounted for individually on an accrual basis. Estimated amounts to be paid under a deferred compensation contract are expensed over the vesting period of an employee's active employment from the time the contract is signed to the employee's full eligibility date. As elements of both current and future services are present, only the portion applicable to the current services is expensed up front.

The deferred compensation arrangement is unfunded; therefore, benefits are paid from the general assets of the Company. The total participant deferrals, which is reflected in accrued liabilities, was $296,267 and $226,674 at October 31, 2022 and 2021, respectively.

Note 10. Subsequent Events

Subsequent events were evaluated through February 9, 2023, the date the consolidated financial statements were available to be issued. No material subsequent events have occurred since that date that required recognition or disclosure in these consolidated financial statements.

Supplementary Information

Texas Book Company, Inc.

Supplemental Schedule of Consolidating Division Income (Loss) from Operations

Year Ended October 2022

	Consolidated Wholesale	Retail	Northern Region	116	123	126	150	151	153	154
SALES - Net	$ 5,944,433	$ 30,127,258	$ 8,985,719	$ 1,653,504	$ 706,401	$ 1,055,730	$ 1,161,818	$ 246,895	$ 509,282	$ 1,057,543
COST OF SALES	2,415,153	20,112,149	5,777,340	1,097,096	433,228	718,685	666,215	124,663	338,851	650,455
Gross profit	3,529,279	10,015,109	3,208,378	556,408	273,173	337,045	495,603	122,232	170,431	407,088
OPERATING EXPENSES										
Salaries - Officers	918,334	-	-	-	-	-	-	-	-	-
Salaries - Office	777,730	-	-	-	-	-	-	-	-	-
Salaries - Other	1,745,682	2,854,804	974,369	154,951	97,058	124,017	121,615	60,022	73,916	117,660
Benefits and Payroll	403,080	445,106	154,132	25,935	17,642	12,190	13,787	8,705	11,916	21,572
Retail corporate allocation	(2,270,473)	1,951,087	594,437	102,795	50,306	73,252	81,030	18,867	34,476	73,123
Advertising and promotion	48,656	35,284	5,621	252	394	422	464	117	1,038	948
Accounting and legal fees	162,376	5,881	541	-	53	106	73	-	-	-
Depreciation and amortization	30,652	218,308	41,030	5,343	-	7,295	1,777	-	3,435	6,707
Supplies	112,851	120,444	31,948	3,002	4,146	3,885	3,708	1,902	3,215	4,243
Bank charges	11,007	248,185	68,783	17,712	6,187	6,761	10,043	3,328	2,855	7,765
Travel	100,475	111,007	26,010	2,537	4,012	3,606	2,242	1,085	1,288	1,734
Building rent	424,000	2,135,627	647,539	159,963	51,255	82,607	116,543	-	6,000	110,614
Equipment rent	3,003	-	-	-	-	-	-	-	-	-
Freight	281,229	304,922	105,783	13,568	22,288	9,804	18,791	1,114	9,681	9,778
Outside services	72,557	68,353	20,953	3,685	2,313	2,555	2,845	903	1,668	2,388
Taxes	94,917	37,497	10,169	1,710	1,367	1,945	1,724	282	522	1,100
Insurance	75,659	57,097	18,422	3,777	1,200	2,120	2,976	918	1,245	1,639
Computer expenses	333,055	306,022	98,720	11,573	11,376	10,957	11,505	11,479	10,497	11,096
Repairs and maintenance	49,455	2,816	514	-	-	193	-	-	52	229
Utilities and telephone	183,934	6,349	-	-	-	-	-	-	-	-
Postage and telex	8,878	9,415	2,289	341	390	63	153	1,028	43	93
Vehicle	16,733	21,480	4,063	163	443	877	136	1,421	257	275
Entertainment	1,004	80	-	-	-	-	-	-	-	-
Miscellaneous Expense	478,819	58,076	27,037	330	2,036	(2,275)	320	267	6,268	13,302
Miscellaneous Income	20,792	-	-	-	-	-	-	-	-	-
Total operating expenses	4,084,407	8,997,841	2,832,359	507,634	272,465	340,379	389,731	111,439	168,371	384,268
INCOME (LOSS) BEFORE TAX	$ (555,128)	$ 1,017,269	$ 376,019	$ 48,775	$ 707	$ (3,334)	$ 105,872	$ 10,793	$ 2,060	$ 22,820

	171	820	Central Region	109	114	117	119	122	124	132	137
SALES - Net	$ 1,389,431	$ 1,205,114	$ 10,600,923	$ 1,617,933	$ 165	$ 1,868,991	$ 841,125	$ 2,942,298	$ 1,406,695	$ 952,099	$ 971,617
COST OF SALES	916,138	832,008	7,419,119	1,137,521	-	1,380,426	591,462	1,990,671	1,072,958	625,266	620,816
Gross profit	473,292	373,105	3,181,804	480,412	165	488,565	249,663	951,627	333,737	326,833	350,801
OPERATING EXPENSES											
Salaries - Officers	-	-	-	-	-	-	-	-	-	-	-
Salaries - Office	-	-	-	-	-	-	-	-	-	-	-
Salaries - Other	135,998	89,132	842,048	141,148	-	135,002	105,660	162,720	88,974	102,402	106,141
Benefits and Payroll	28,317	14,068	131,456	24,459	-	17,590	15,629	25,717	13,335	14,956	19,770
Retail corporate allocation	90,402	70,186	671,716	110,716	-	95,090	69,425	185,793	93,846	60,327	56,519
Advertising and promotion	922	1,062	5,808	1,042	-	184	1,068	1,300	665	54	1,494
Accounting and legal fees	61	249	348	-	-	39	100	210	-	-	-
Depreciation and amortization	3,542	12,932	98,943	14,112	-	6,539	3,539	43,114	5,260	1,777	24,601
Supplies	4,746	3,101	31,557	4,004	-	4,007	4,238	13,527	1,368	2,462	1,952
Bank charges	6,886	7,244	75,545	13,120	-	13,953	4,261	21,216	2,765	7,261	12,971
Travel	7,177	2,331	18,818	1,718	-	1,740	3,113	7,100	3,202	1,519	426
Building rent	80,754	39,804	837,881	109,757	-	120,489	55,251	380,522	39,503	85,168	47,191
Equipment rent	-	-	-	-	-	-	-	-	-	-	-
Freight	12,901	7,857	64,264	9,122	-	6,546	8,606	21,552	10,671	4,121	3,647
Outside services	2,372	2,224	15,606	3,130	-	2,088	1,480	4,377	1,797	1,555	1,179
Taxes	986	532	13,373	4,054	-	1,407	1,058	2,768	1,422	1,813	851
Insurance	2,911	1,637	15,610	3,946	-	2,215	1,651	2,502	1,792	1,866	1,640
Computer expenses	10,293	9,944	83,091	10,751	-	10,874	10,941	14,859	11,519	13,134	11,013
Repairs and maintenance	40	-	2,302	-	-	-	2,267	-	35	-	-
Utilities and telephone	-	-	3,225	147	-	-	-	2,909	-	168	-
Postage and telex	108	69	537	87	-	45	70	191	48	41	55
Vehicle	311	181	6,882	641	-	511	2,426	1,118	1,478	338	370
Entertainment	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	5,967	824	14,220	2,549	-	4,489	2,864	3,431	(970)	606	1,252
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-
Total operating expenses	394,692	263,379	2,933,229	454,500	-	422,808	293,646	894,925	276,711	299,567	291,072
INCOME (LOSS) BEFORE TAX	$ 78,600	$ 109,726	$ 248,575	$ 25,913	$ 165	$ 65,756	$ (43,982)	$ 56,702	$ 57,027	$ 27,266	$ 59,728

Texas Book Company, Inc.

Supplemental Schedule of Consolidating Division Income (Loss) from Operations – Continued
Year Ended October 2022

	Western Region	100	103	115	120	133	136	138	160	162	Eastern Region
SALES - Net	$ 7,420,350	$ 607,362	$ 600,578	$ 307,769	$ 2,065,496	$ 1,398,035	$ 805,646	$ 618,902	$ 553,665	$ 462,896	$ 3,120,267
COST OF SALES	4,980,679	411,031	352,376	140,470	1,501,886	959,794	551,961	408,939	305,770	348,451	1,935,010
Gross profit	2,439,671	196,331	248,202	167,298	563,610	438,241	253,685	209,963	247,895	114,445	1,185,256
OPERATING EXPENSES											
Salaries - Officers	-	-	-	-	-	-	-	-	-	-	-
Salaries - Office	-	-	-	-	-	-	-	-	-	-	-
Salaries - Other	768,366	54,680	76,975	47,690	174,079	103,668	77,391	97,866	98,985	37,031	270,021
Benefits and Payroll	115,548	12,102	7,735	9,600	30,090	12,039	10,987	15,116	13,953	3,926	43,970
Retail corporate allocation	509,744	38,027	49,709	12,828	145,304	90,448	55,834	53,107	32,426	32,061	175,190
Advertising and promotion	14,400	1,049	1,345	440	2,781	2,877	1,118	2,556	1,907	328	9,455
Accounting and legal fees	4,543	333	2,806	50	150	701	100	249	-	155	449
Depreciation and amortization	36,098	1,777	23,116	-	-	6,461	1,910	1,055	-	1,778	42,237
Supplies	39,447	5,012	2,676	2,413	4,968	3,965	2,666	5,257	5,397	7,093	17,492
Bank charges	63,575	9,064	5,671	4,547	7,876	8,981	7,775	6,972	11,386	1,302	40,282
Travel	33,775	2,219	3,360	2,582	3,353	2,541	1,977	6,250	4,741	6,752	32,404
Building rent	364,999	30,628	26,711	-	137,207	102,336	18,804	5,446	23,901	19,967	285,207
Equipment rent	-	-	-	-	-	-	-	-	-	-	-
Freight	80,394	18,239	7,577	9,640	14,595	9,327	4,696	6,466	5,775	4,078	54,481
Outside services	22,904	3,033	2,744	1,800	3,324	3,543	1,689	2,301	2,639	1,831	8,891
Taxes	11,205	1,293	753	-	4,086	1,981	842	1,354	477	418	2,752
Insurance	16,575	1,805	2,366	290	2,719	2,202	2,324	2,079	1,619	1,169	6,491
Computer expenses	91,825	10,231	11,284	9,884	10,778	11,059	11,512	11,173	11,659	4,246	32,385
Repairs and maintenance	-	-	-	-	-	-	-	-	-	-	-
Utilities and telephone	2,291	40	-	-	-	-	-	1,150	1,100	-	833
Postage and telex	592	49	61	30	106	59	79	102	71	36	5,997
Vehicle	6,281	591	554	319	589	928	585	553	450	1,713	4,254
Entertainment	-	-	-	-	-	-	-	-	-	-	80
Miscellaneous Expense	18,125	1,191	1,144	617	2,414	172	4,941	4,576	2,934	136	(1,306)
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-
Total operating expenses	2,200,688	191,364	226,587	102,730	544,416	363,292	205,231	223,629	219,420	124,019	1,031,564
INCOME (LOSS) BEFORE TAX	$ 238,983	$ 4,967	$ 21,615	$ 64,568	$ 19,194	$ 74,949	$ 48,454	$ (13,666)	$ 28,476	$ (9,573)	$ 153,692

	127	134	804	OnCourse	Navy Box	Navy Non-Core	808	810	Eliminations 0	Totals
SALES - Net	$ 554,922	$ 2,015,843	$ 549,502	$ 5,498,490	$ 2,807,661	$ 805,295	$ 1,845,555	$ 39,979	$ (100,019)	$ 41,470,162
COST OF SALES	364,105	1,207,047	363,858	3,563,453	1,534,766	470,402	1,534,817	23,467	(45,616)	26,045,140
Gross profit	190,817	808,795	185,644	1,935,037	1,272,895	334,892	310,738	16,511	(54,403)	15,425,022
OPERATING EXPENSES										
Salaries - Officers	-	-	-	-	-	-	-	-	-	918,334
Salaries - Office	-	-	-	-	-	-	-	-	-	777,730
Salaries - Other	59,971	156,023	54,028	167,946	50,099	47,545	69,680	621	-	4,768,432
Benefits and Payroll	10,780	22,424	10,766	21,453	1,460	8,957	10,990	45	-	869,640
Retail corporate allocation	20,099	131,346	23,744	319,386	164,685	49,845	104,094	763	-	-
Advertising and promotion	2,900	6,555	-	223	-	-	223	-	-	84,163
Accounting and legal fees	449	-	-	-	-	-	-	-	-	168,257
Depreciation and amortization	7,783	29,734	4,720	1,481	-	1,481	-	-	-	250,440
Supplies	6,208	8,251	3,033	23,272	16,947	3,913	2,412	-	(154)	256,413
Bank charges	7,954	26,066	6,262	3,359	-	3,071	-	288	-	262,551
Travel	16,951	932	14,520	37,284	10,721	10,127	16,435	-	-	248,766
Building rent	39,389	204,015	41,803	629,729	347,791	115,048	166,891	-	-	3,189,356
Equipment rent	-	-	-	-	-	-	-	-	244	3,248
Freight	6,909	41,067	6,505	24,993	3,693	2,644	18,191	466	-	611,145
Outside services	2,052	5,731	1,107	3,738	45	492	3,201	-	-	144,649
Taxes	262	2,180	309	1,031	-	227	805	-	-	133,446
Insurance	1,684	3,579	1,228	5,988	-	2,960	3,028	-	-	138,744
Computer expenses	9,838	10,404	12,143	18,778	1,060	10,536	6,611	571	-	657,855
Repairs and maintenance	-	-	-	-	-	-	-	-	-	52,271
Utilities and telephone	-	-	833	790	-	790	-	-	-	191,073
Postage and telex	25	5,961	12	12	-	12	-	-	-	18,305
Vehicle	1,954	575	1,724	1,163	133	177	830	23	-	39,377
Entertainment	80	-	-	-	-	-	-	-	-	1,084
Miscellaneous Expense	819	(2,304)	180	103,961	4,813	(495)	100,031	(388)	(55,687)	585,169
Miscellaneous Income	-	-	-	-	-	-	-	-	-	20,792
Total operating expenses	196,107	652,540	182,918	1,364,587	601,446	257,330	503,422	2,389	(55,596)	14,391,238
INCOME (LOSS) BEFORE TAX	$ (5,290)	$ 156,256	$ 2,727	$ 570,449	$ 671,449	$ 77,562	$ (192,684)	$ 14,123	$ 1,193	$ 1,033,784

Texas Book Company, Inc.

Supplemental Schedule of Consolidating Division Income (Loss) from Operations

Period from April 1, 2021 through October 31, 2021

	Consolidated Wholesale	Retail	Northern Region	116	123	126	150	151	153	154
SALES - Net	$ 4,201,982	$ 17,817,056	$ 5,339,284	$ 1,039,181	$ 435,743	$ 630,896	$ 729,347	$ 181,719	$ 303,017	$ 648,184
COST OF SALES	1,832,507	12,213,644	3,585,942	736,116	278,140	423,850	471,026	100,994	200,040	430,491
Gross profit	2,369,475	5,603,412	1,753,342	303,065	157,603	207,046	258,321	80,725	102,978	217,694
OPERATING EXPENSES										
Salaries - Officers	449,464	-	-	-	-	-	-	-	-	-
Salaries - Office	482,387	-	-	-	-	-	-	-	-	-
Salaries - Other	1,047,092	1,520,806	511,117	85,138	53,879	60,788	62,036	36,233	35,096	58,840
Benefits and Payroll	244,675	255,172	86,541	14,652	10,572	5,392	6,117	6,652	6,799	10,029
Retail corporate allocation	(1,418,705)	1,081,812	341,990	57,183	27,434	45,770	46,737	9,992	19,685	41,787
Advertising and promotion	34,162	13,500	2,589	130	126	190	999	138	272	103
Accounting and legal fees	96,284	1,721	1,050	8	150	73	73	123	208	416
Depreciation and amortization	75,597	100,369	25,893	343	163	4,255	1,938	-	314	3,912
Supplies	58,714	64,926	20,451	2,630	2,020	2,722	3,115	982	1,380	2,874
Bank charges	6,984	143,281	42,969	10,683	3,473	4,198	6,994	2,078	2,006	4,917
Travel	27,146	49,307	17,431	2,372	3,659	1,638	1,133	476	1,996	1,551
Building rent	247,333	1,214,957	383,202	98,271	21,504	53,599	54,646	-	3,500	84,760
Equipment rent	1,457	-	-	-	-	-	-	-	-	-
Freight	186,085	168,900	61,399	8,668	14,027	3,159	11,113	778	5,321	5,323
Outside services	46,282	30,735	11,557	1,647	1,731	1,391	1,676	785	587	1,414
Taxes	84,922	25,707	5,954	998	1,057	1,412	1,152	153	305	622
Insurance	51,975	31,802	10,496	1,902	587	1,096	1,541	394	600	709
Computer expenses	166,415	170,454	57,973	6,779	6,463	6,642	6,524	6,504	6,248	6,406
Repairs and maintenance	18,448	521	448	-	-	428	-	-	-	-
Utilities and telephone	88,770	3,717	2	-	-	-	-	-	-	-
Postage and telex	2,407	4,019	990	18	116	27	23	667	12	74
Vehicle	6,934	9,797	2,502	78	494	835	63	71	222	213
Entertainment	150	41	-	-	-	-	-	-	-	-
Miscellaneous expense	84,403	(10,370)	(1,947)	(6,126)	1,296	1,250	(733)	-	(1,002)	(2,371)
Employee retention credit	(1,358,523)	-	-	-	-	-	-	-	-	-
Gain on forgiveness of note payable	(1,409,720)	-	-	-	-	-	-	-	-	-
Miscellaneous income	(14,129)	-	-	-	-	-	-	-	-	-
Total operating expenses	(692,989)	4,881,172	1,582,606	285,374	148,753	194,865	205,147	66,027	83,549	221,578
INCOME (LOSS) BEFORE TAX	$ 3,062,465	$ 722,240	$ 170,736	$ 17,691	$ 8,849	$ 12,180	$ 53,174	$ 14,698	$ 19,428	$ (3,885)

	171	820	Central Region	109	114	117	119	122	124	132	137
SALES - Net	$ 730,124	$ 641,072	$ 6,512,729	$ 989,656	$ 139,337	$ 952,646	$ 642,632	$ 1,751,024	$ 835,877	$ 561,776	$ 639,781
COST OF SALES	509,556	435,730	4,602,788	723,905	77,620	720,783	464,642	1,211,566	618,864	371,400	414,007
Gross profit	220,568	205,342	1,909,940	265,751	61,717	231,863	177,989	539,458	217,013	190,376	225,773
OPERATING EXPENSES											
Salaries - Officers	-	-	-	-	-	-	-	-	-	-	-
Salaries - Office	-	-	-	-	-	-	-	-	-	-	-
Salaries - Other	68,932	50,174	485,246	77,742	11,454	59,496	66,963	93,726	51,219	66,097	58,550
Benefits and Payroll	15,416	10,912	80,520	13,457	2,056	10,442	9,371	15,282	11,026	7,199	11,687
Retail corporate allocation	53,956	39,446	384,746	67,579	9,929	46,812	44,586	92,377	55,369	35,956	32,139
Advertising and promotion	522	109	3,592	745	-	925	183	1,157	179	66	337
Accounting and legal fees	-	-	306	-	-	106	13	137	-	50	-
Depreciation and amortization	7,424	7,544	41,078	4,899	-	-	-	21,333	643	444	13,758
Supplies	2,231	2,496	18,181	2,641	-	3,746	2,377	4,614	2,530	705	1,569
Bank charges	3,887	4,733	45,602	7,714	2,273	6,294	3,194	13,083	2,465	3,545	7,035
Travel	1,773	2,832	15,530	1,359	663	2,781	839	7,631	1,201	583	471
Building rent	38,070	28,852	508,044	70,177	2,590	62,419	46,313	254,411	29,937	14,511	27,686
Equipment rent	-	-	-	-	-	-	-	-	-	-	-
Freight	8,574	4,436	38,994	5,806	3,436	4,226	3,737	10,655	7,004	2,105	2,026
Outside services	1,354	971	8,438	1,788	306	1,219	1,032	2,200	1,095	513	285
Taxes	255	-	10,517	5,021	22	709	646	1,464	838	1,335	482
Insurance	1,810	1,857	9,555	2,191	260	1,161	1,106	981	946	1,988	921
Computer expenses	6,391	6,016	50,461	6,463	1,931	6,534	6,514	8,346	6,797	7,180	6,696
Repairs and maintenance	-	19	67	-	-	-	60	-	7	-	-
Utilities and telephone	2	-	1,677	3	-	-	-	1,510	-	164	-
Postage and telex	21	31	160	41	1	23	12	34	18	16	14
Vehicle	221	304	3,679	280	359	296	980	786	755	111	112
Entertainment	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous expense	(2,808)	8,548	(95)	(510)	(8,485)	(7,196)	220	16,239	603	(1,191)	225
Employee retention credit	-	-	-	-	-	-	-	-	-	-	-
Gain on forgiveness of note payable	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous income	-	-	-	-	-	-	-	-	-	-	-
Total operating expenses	208,031	169,281	1,706,297	267,395	26,795	199,995	188,144	545,965	172,631	141,378	163,994
INCOME (LOSS) BEFORE TAX	$ 12,538	$ 36,061	$ 203,643	$ (1,643)	$ 34,921	$ 31,868	$ (10,155)	$ (6,508)	$ 44,381	$ 48,998	$ 61,779

Texas Book Company, Inc.

Supplemental Schedule of Consolidating Division Income (Loss) from Operations – Continued

Period from April 1, 2021 through October 31, 2021

	Western Region	100	102	103	115	120	133	136	138	160	Eastern Region	134	OnCourse	Navy Box	Navy Non-Core	808	810	Eliminations 0	Totals
SALES, net	$ 4,704,186	$ 327,060	$ 63,401	$ 416,664	$ 190,592	$ 1,465,759	$ 834,373	$ 587,706	$ 454,886	$ 363,746	$ 1,260,858	$ 1,260,858	$ 3,088,855	$ 1,649,442	$ 446,515	$ 969,756	$ 23,143	$ (227,776)	$ 24,880,116
COST OF SALES	3,252,540	244,566	51,479	275,671	102,134	1,067,852	569,232	418,156	326,626	196,825	772,374	772,374	2,078,115	986,425	295,568	781,390	14,733	(168,083)	15,956,183
Gross profit	1,451,646	82,493	11,922	140,994	88,458	397,907	265,141	169,550	128,260	166,921	488,484	488,484	1,010,740	663,016	150,947	188,366	8,410	(59,693)	8,923,933
OPERATING EXPENSES																			
Salaries - Officers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	449,464
Salaries - Office	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	482,387
Salaries - Other	436,666	30,288	12,083	46,774	28,660	99,257	63,582	43,245	62,638	50,140	87,777	87,777	73,296	20,152	22,708	30,047	389	-	2,641,194
Benefits and payroll	76,789	4,983	2,408	4,371	6,094	17,761	10,203	12,639	10,574	7,756	11,322	11,322	8,656		4,706	3,919	31	-	508,503
Retail corporate allocation	282,571	24,651	4,803	30,293	7,748	85,660	50,038	31,556	32,428	15,394	72,505	72,505	336,893	165,715	49,226	121,597	354	-	-
Advertising and promotion	7,172	765	-	877	536	1,164	788	330	780	1,931	147	147	-	-	-	-	-	-	47,662
Accounting and legal fees	365	116	-	-	199	-	-	-	50	-	-	-	90	-	-	90	-	-	98,095
Depreciation and amortization	18,814	542	82	13,539	-	-	426	4,226	-	-	14,583	14,583	-	-	-	-	-	-	175,965
Supplies	21,825	2,824	589	1,677	1,330	5,387	2,915	1,789	3,263	2,051	4,469	4,469	8,583	4,185	2,765	1,234	400	154	132,377
Bank charges	39,098	4,344	748	3,660	2,737	6,446	5,345	4,462	4,308	7,049	15,613	15,613	2,123	-	1,941	-	182	-	152,388
Travel	15,639	1,022	905	1,373	2,386	2,975	980	683	3,123	2,194	707	707	26,761	6,847	3,833	16,082	-	-	103,215
Building rent	203,401	6,246	249	19,594	-	88,354	63,752	12,145	6,446	6,614	120,311	120,311	386,970	229,991	65,833	91,146	-	-	1,849,261
Equipment rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,457
Freight	40,922	6,262	1,844	4,365	5,139	9,291	3,917	2,026	4,967	3,110	27,585	27,585	7,634	735	2,664	3,997	238	-	362,619
Outside services	8,230	957	76	1,038	574	1,754	602	796	1,291	1,142	2,510	2,510	1,556	88	219	1,249	-	-	78,573
Taxes	7,408	878	289	445	(0)	2,900	1,281	482	900	231	1,829	1,829	193	-	193	-	-	-	110,821
Insurance	9,096	760	252	1,311	548	1,678	1,205	1,213	1,215	915	2,655	2,655	3,379	-	1,097	2,283	-	-	87,156
Computer expenses	55,607	6,805	1,808	7,056	6,153	7,510	6,477	6,463	6,153	7,182	6,412	6,412	14,228	705	6,488	6,526	510	-	351,097
Repairs and maintenance	-	-	-	-	-	-	-	-	-	-	7	7	-	-	-	-	-	-	18,969
Utilities and telephone	2,038	35	302	-	-	-	-	-	871	830	-	-	425	-	425	-	-	-	92,913
Postage and telex	495	22	12	19	112	56	169	12	25	68	2,373	2,373	-	-	-	-	-	-	6,426
Vehicle	3,459	366	419	338	328	579	353	261	561	255	158	158	344	72	44	227	-	-	17,075
Entertainment	-	-	-	-	-	-	-	-	-	-	41	41	74	-	-	74	-	-	265
Miscellaneous expense	(10,687)	(1,449)	(610)	667	(3,316)	(3,447)	(2,515)	8,908	(7,694)	(1,231)	2,359	2,359	250,260	(3,131)	(526)	(564)	254,480	(37,701)	286,592
Employee retention credit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,358,523)
Gain on forgiveness of note payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,409,720)
Miscellaneous income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(14,129)
Total operating expenses	1,218,908	90,416	26,259	137,396	59,229	327,325	209,518	131,235	131,897	105,633	373,361	373,361	1,121,466	425,361	161,616	277,906	256,584	(37,547)	5,272,102
INCOME (LOSS) BEFORE TAX	$ 232,738	$ (7,922)	$ (14,337)	$ 3,598	$ 29,229	$ 70,582	$ 55,623	$ 38,315	$ (3,637)	$ 61,288	$ 115,123	$ 115,123	$ (110,727)	$ 237,656	$ (10,668)	$ (89,540)	$ (248,174)	$ (22,147)	$ 3,651,831

Texas Book Company

Consolidated Financial Report
October 31, 2023

Assurance • Tax • Advisory

CONTENTS

Page

Independent Auditor's Report....................1

Consolidated Financial Statements

Consolidated Balance Sheets....................3

Consolidated Statements of Income and Retained Earnings....................4

Consolidated Statements of Cash Flows....................5

Notes to Consolidated Financial Statements....................6

Independent Auditor's Report

To the Owners and Management of
Texas Book Company, Inc.

Opinion

We have audited the consolidated financial statements of Texas Book Company, Inc. and its subsidiary (the Company), which comprise the consolidated balance sheets as of October 31, 2023 and 2022, and the related consolidated statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company and its subsidiary as of October 31, 2023 and 2022, and the results of their operations and their cash flows for the year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Company adopted Accounting Standards Update (ASU) 2016-02, Leases, and related amendments ("Topic 842") effective November 1, 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued (or when applicable, one year after the date that the consolidated financial statements are available to be issued).

The Owner and Management of
Texas Book Company, Inc.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
February 16, 2024

Texas Book Company, Inc.

Consolidated Balance Sheets
October 31, 2023 and 2022

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 1,608,809	$ 7,218,515
Trade accounts receivable, net	7,093,836	3,907,551
Other receivables	836,248	1,453,891
Inventories	6,745,685	5,335,468
Prepaid expenses and other	292,908	155,713
Total current assets	16,577,486	18,071,138
PROPERTY, PLANT AND EQUIPMENT, net	389,454	476,773
OPERATING RIGHT OF USE ASSET, net	5,646,953	-
TOTAL ASSETS	$ 22,613,893	$ 18,547,911
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES		
Trade accounts payable	$ 5,684,363	$ 2,902,562
Accrued liabilities	1,551,249	1,591,034
Operating lease liability, current	1,024,444	-
Total current liabilities	8,260,056	4,493,596
OPERATING LEASE LIABILITY, net of current	4,622,509	-
Total liabilities	12,882,565	4,493,596
SHAREHOLDER'S EQUITY		
Common stock, $1 par value per share; 1,000 shares authorized 100 shares issued and outstanding	100	100
Additional paid-in-capital	6,297	6,297
Retained earnings	12,365,638	16,688,625
Treasury stock	(2,640,707)	(2,640,707)
Total shareholder's equity	9,731,328	14,054,315
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$ 22,613,893	$ 18,547,911

The Notes to Consolidated Financial Statements
are an integral part of these statements.

Texas Book Company, Inc.

Consolidated Statements of Income and Retained Earnings
Years Ended October 31, 2023 and 2022

	2023	2022
NET SALES	$ 43,228,469	$ 41,470,162
COST OF SALES	27,056,443	26,045,138
Gross profit	16,172,026	15,425,024
OPERATING EXPENSES	14,953,052	14,392,031
Income from operations	1,218,974	1,032,993
OTHER INCOME (EXPENSE)		
Interest income	49,501	6,596
(Loss) gain on sale of property, plant and equipment	(50,000)	500
Other income (expense)	470,994	(6,305)
Interest expense	(1,001)	-
Total other income (expense)	469,494	791
Income before income taxes	1,688,468	1,033,784
Income tax expense	44,272	59,096
NET INCOME	1,644,196	974,688
RETAINED EARNINGS, beginning of year	16,688,625	15,735,687
Shareholder distributions	(5,967,183)	(21,750)
RETAINED EARNINGS, end of year	$ 12,365,638	$ 16,688,625

The Notes to Consolidated Financial Statements
are an integral part of these statements.

Texas Book Company, Inc.

Consolidated Statements of Cash Flows

Years Ended October 31, 2023 and 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 1,644,196	$ 974,688
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	295,967	250,440
Loss (gain) on sale of property, plant and equipment	50,000	(500)
Reduction of operating ROU asset	1,072,865	-
Changes in current assets and liabilities:		
Trade accounts receivable	(3,186,285)	(1,068,030)
Other receivables	617,643	1,163,085
Inventories	(1,410,217)	(238,305)
Income tax receivable	-	622,798
Prepaid expenses and other	(137,195)	299,753
Trade accounts payable	2,781,801	673,449
Accrued liabilities	(39,785)	117,651
Operating lease liability	(1,072,865)	-
Net cash provided by operating activities	616,125	2,795,029
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(258,648)	(384,985)
Net cash used in investing activities	(258,648)	(384,985)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions paid	(5,967,183)	(21,750)
Net cash used in financing activities	(5,967,183)	(21,750)
Net change in cash and cash equivalents	(5,609,706)	2,388,294
CASH AND CASH EQUIVALENTS, beginning of year	7,218,515	4,830,221
CASH AND CASH EQUIVALENTS, end of year	$ 1,608,809	$ 7,218,515
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for taxes	$ 44,272	$ 24,354
NONCASH ITEMS		
Initial recognition of ROU asset and lease liability	$ 6,721,199	$ -

The Notes to Consolidated Financial Statements
are an integral part of these statements.

Texas Book Company, Inc.

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies

Business

Texas Book Company, Inc. (the Company) was incorporated in Texas in March, 1976. The Company is a wholesaler of new and used textbooks and operates 39 college retail bookstores located in Texas, Colorado, Idaho, Louisiana, Maryland, New Mexico, and Oklahoma under contracts with colleges expiring through 2030 (annually renewable thereafter).

Prior to March 31, 2021, the Company had operated as a C Corporation. Effective April 1, 2021, the Company elected S Corporation status. As a result, the company changed its fiscal year end to October 31.

On September 30, 2023, the Company was acquired by BibliU, Ltc., a UK company. The acquisition was considered a change in control event. The Company did not elect the option to apply pushdown accounting related to the transaction in their financial statements.

Principles of Consolidation

The consolidated financial statements include the activities of Texas Book Company, Inc. and ECBD, LLC, a wholly owned subsidiary. All significant intercompany transactions have been eliminated.

Revenue Recognition

The Company recognizes revenue from the sale of merchandise at the time the merchandise is sold and the customer takes delivery. Returns are recognized at the time the merchandise is returned and processed. At each period end, an estimate of sales returns is recorded. Sales return reserves are based on historical returns as a percentage of sales activity. The historical returns percentage is applied to the sales for which returns are projected to be received after the period end.

The Company recognizes revenues from book rentals ratably throughout the rental period. Cost of rental books is amortized over the estimated useful life of the rented book and recorded as a period expense.

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less at the date acquired to be cash equivalents.

The Company maintains its cash in deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Inventories

Inventories are stated at the lower of cost (determined by the retail method for book inventories at the retail stores and the first-in, first-out method for other inventories) or market.

Property, Plant and Equipment

Property and equipment is stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

	Years
Office furniture and equipment	5 - 7
Transportation equipment	5

Leasehold improvements are depreciated using the straight-line method over the lesser of the term of the lease or the useful life of the asset, which range from 3 to 7 years.

Income Taxes

The Company is classified as an S Corporation for Federal income tax purposes effective April 1, 2021. Prior to this date, the Company had operated as a C Corporation.

Effective April 1, 2021, when the Company elected S Corporation status, the profits and losses of the Company began flowing through to the shareholders to be taxed at the individual level rather than the Company level. Therefore, for the period from April 1, 2021 through October 31, 2021 and for the year ended October 31, 2022, no provision or liability for federal income taxes has been included in the Company's consolidated financial statements, other than to reflect the derecognition of the Company's net deferred tax asset at the time the Company elected S Corporation status.

Prior to April 1, 2021, income taxes were provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. An asset and liability approach is used in accounting for income taxes. In addition, a valuation allowance is used, if necessary, to reduce deferred tax assets by the amount of any tax benefits that are not expected to be realized in the future based on available evidence.

As of October 31, 2023 and 2022, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the consolidated financial statements and as such, the adoption of these provisions did not have a material impact on the Company's consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and revenues and expenses as of and for the reporting periods. Actual results could differ from those estimates.

Accounts Receivable

Based on management's evaluation of uncollected accounts receivable at the end of each year, bad debts are provided for on the allowance method. The allowance for doubtful accounts as of October 31, 2023 and 2022 was $58,657 and $7,834, respectively. Trade accounts receivable, net, was $7,093,310, $3,907,551, and $2,839,521 as of October 31, 2023, 2022, and 2021, respectively.

Advertising Costs

The Company expenses advertising costs as they are incurred. Advertising expense for the years ended October 31, 2023 and 2022 was $66,741 and $84,163, respectively.

Reclassifications

Certain reclassifications have been made to the prior year consolidated financial statements to make them conform with the current year consolidated financial statement presentation. Such reclassifications had no effect on previously reported net income.

Recently Adopted Accounting Pronouncements

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, including subsequent related ASU amendments, that supersedes Accounting Standards Codification (ASC) 840 *Leases* and replaces it with ASC 842 *Leases*. The new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the standard effective November 1, 2022 and recognized and measured leases existing at, or entered into after, November 1, 2022 (the beginning of the period of adoption) through a cumulative effect adjustment, with certain practical expedients available. Lease disclosures for the year ended October 31, 2022 are made under prior lease guidance in FASB ASC 840.

The Company has elected the package of practical expedients to account for any existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under ASC Topic 842, (b) whether the classification of capital leases or operating lease would be different in accordance with ASC Topic 842, or (c) whether the unamortized initial direct costs before transition would have met the definition of initial direct costs in ASC Topic 842 at lease commencement.

As a result of the adoption of the new lease accounting guidance, the Company recognized on November 1, 2022 lease liabilities of $6,721,199, which represents the present value of the remaining lease payments, discounted using the Company's policy election to use the risk-fee rate, and right-of-use assets of the same amount.

The standard had a material impact on our consolidated balance sheets but did not have an impact on our consolidated statements of income and retained earnings, nor the consolidated statements of cash flows. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases, as the Company does not have any finance leases.

Note 2. Inventories

The retail division's inventory consists principally of new and used books and supplies, and the wholesale division's inventory consists of new and used books.

Inventories by division at October 31, are as follows:

	2023	2022
Retail	$ 6,508,535	$ 5,016,648
Wholesale	237,150	318,820
Total	$ 6,745,685	$ 5,335,468

Note 3. Property, Plant and Equipment

Property, plant and equipment at October 31, consist of the following:

	2023	2022
Office furniture and equipment	$ 2,315,875	$ 2,585,562
Transportation equipment	464,664	489,589
Leasehold improvements	2,379,543	2,394,702
Total property, plant and equipment	5,160,082	5,469,853
Accumulated depreciation	(4,770,628)	(4,993,080)
Property, plant and equipment – net	$ 389,454	$ 476,773

Depreciation expense for the year ended October 31, 2023 and 2022 was $295,967 and $250,440, respectively.

Note 4. Revolving Line of Credit and Notes Payable

The Company had a revolving line of credit with borrowing limit of $5,000,000, with an unpaid balance due, if any, April 11, 2025, and interest payable monthly at SOFR rate plus 3.0% (3.05% at October 31, 2022), secured by the bank accounts of the Company. The Company terminated the revolving line of credit agreement on September 12, 2023.

Note 5. Income Taxes

Income tax expense for the years ended October 31, 2023 and 2022 consists of the following:

	2023	2022
Federal - current	$ -	$ 30,305
State	44,272	28,791
Income tax expense	$ 44,272	$ 59,096

Prior to March 31, 2021, the Company had operated as a C Corporation. Effective April 1, 2021, the Company has elected S Corporation status. Earnings and losses after that date will be included in the personal income tax returns of the stockholders and taxed depending on their personal tax strategies. As a result, the Company will not incur any additional income tax obligations, and future financial statements will not include a provision for Federal income taxes.

Note 6. Related Party Transactions

The Company has entered into a lease agreement through fiscal year 2023 for warehouse storage, office space, and a computer system from a partnership owned by certain Company shareholders with a related monthly lease payment of $33,333 for the year ended October 31, 2023 and 2022. Rent expense related to this agreement totaled $400,000 for the years ended October 31, 2023 and 2022.

Note 7. Contingencies

The Company has various disputes arising in the ordinary course of business. Management believes that sufficient reserves for future losses have been recognized in the consolidated financial statements and that there is no dispute that could result in a materially adverse effect on the results of operations or financial condition of the Company.

Note 8. Deferred Compensation Arrangements

Deferred compensation contracts are accounted for individually on an accrual basis. Estimated amounts to be paid under a deferred compensation contract are expensed over the vesting period of an employee’s active employment from the time the contract is signed to the employee’s full eligibility date. As elements of both current and future services are present, only the portion applicable to the current services is expensed up front.

The deferred compensation arrangement is unfunded; therefore, benefits are paid from the general assets of the Company. The total participant deferrals, which is reflected in accrued liabilities, was $214,866 and $296,267 as of October 31, 2023 and 2022, respectively.

Note 9. Leases

The Company its retail stores and warehouse under long-term, non-cancelable operating lease agreements. These leases expire at various dates through 2032.

The Company determines if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use (ROU) assets and operating lease liabilities on our consolidated balance sheets. The Company has determined that it does not have any finance leases. ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of the leases do not provide an implicit rate, the Company uses a risk-free rate based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

In evaluating contracts to determine if they qualify as a lease, the Company considers factors such as if it has obtained substantially all of the rights to the underlying asset through exclusivity, if it can direct the use of the asset by making decisions about how and for what purpose the asset will be used and if the lessor has substantive substitution rights. This evaluation may require significant judgment.

Payment terms are based on the fixed rates explicit in the lease, including minimum annual guarantees and/or variable rates based on a percentage of revenues or sales arising at the relevant premises. For contracts with fixed lease payments, including those with minimum annual guarantees, we recognize lease expense on a straight-line basis over the lease term or over the contract year in order to best reflect the pattern of usage of the underlying leased asset and our minimum obligations arising from these types of leases. Our lease agreements do not contain any material residual value guarantees, material restrictions or covenants.

The components of lease expense, cash flow information, and other information for the year-ended October 31, 2023 were as follows:

Fixed lease costs	$ 1,285,680
Variable lease cost	1,933,383
Total lease costs	$ 3,219,063
	Operating Leases
Weighted average remaining lease term	5.7 Years
Weighted average discount rate	4.3%
Operating cash flows - cash paid towards operating leases	$ 3,217,630

Maturities of the Company's lease liabilities are as follows:

Year Ending October 31,		
2024	$	1,285,680
2025		1,285,680
2026		1,162,376
2027		710,337
2028		638,192
Thereafter		1,307,253
Less imputed interest		(742,565)
Total	$	5,646,953
Operating lease liability, current	$	1,024,444
Operating lease liability, long-term		4,622,509
Total	$	5,646,953

Prior Disclosures under ASC 840

Future minimum rentals on noncancelable leases with initial lease terms greater than one year are as follows at October 31, 2022:

Year Ending October 31,		
2023	$	1,372,403
2024		745,411
2025		475,904
2026		182,834
2027		177,834
Thereafter		379,946
Total	$	3,334,332

Note 10. Deferred Compensation Arrangements

Deferred compensation contracts are accounted for individually on an accrual basis. Estimated amounts to be paid under a deferred compensation contract are expensed over the vesting period of an employee's active employment from the time the contract is signed to the employee's full eligibility date. As elements of both current and future services are present, only the portion applicable to the current services is expensed up front.

The deferred compensation arrangement is unfunded; therefore, benefits are paid from the general assets of the Company. The total participant deferrals, which is reflected in accrued liabilities, was $214,866 and $203,536 at October 31, 2023 and 2022, respectively.

Note 11. Subsequent Events

Subsequent events were evaluated through February 16, 2024, the date the consolidated financial statements were available to be issued. No material subsequent events have occurred since that date that required recognition or disclosure in these consolidated financial statements.

Appendix B - VPAT Report

BibliU Reader Student Interface Accessibility Conformance Report

(Based on VPAT® Version 2.4)

Name of Product/Version: BibliU Reader Student Interface

Website: https://bibliu.com/

Report Date: February 22, 2023

Product Description: BibliU is an eBook platform that hosts all etextbooks for students in our app.

Contact information: Jon Horvath (VP Product), jon.horvath@bibliu.com

Notes: BibliU ingests content provided by partners and publishers to make them available for students. This means that BibliU cannot add alt text, etc. to published textbooks as this is the responsibility of the publishers. In the instance that supplied content is not accessible BibliU works with publishers to improve the accessibility of their files.

Evaluation Methods Used:

The accessibility assessment was comprised of the following steps:

I. A sighted accessibility expert conducted an overall technical analysis in order to identify issues of technical compliance that would affect mobility impaired, deaf/hearing impaired and low vision users. The evaluator inspected each screen using Google Chrome browsers with the Wave and aXe toolbars. Code analysis was conducted using browser Developer Tools.

II. Keyboard accessibility analysis (for mobility and physically impaired users) was conducted by attempting to thoroughly navigate the Web Application through the keyboard, without using a mouse, using Google Chrome, Firefox, and Safari browsers.

III. For deaf and hard of hearing users, any audio content was assessed for proper captioning.

IV. The accessibility for low vision users was evaluated three ways: (1) using the screen magnification, palette, and contrast controls provided by the operating systems; (2) using the font resizing capability offered by the browser, and (3) using Color Contrast Analyzer version 2.2.

V. An evaluator who is legally blind conducted the screen reader testing. The goal was to identify accessibility barriers that are likely to be experienced by users who are blind. The evaluator worked through the Web Application using the JAWS screen reader with Google Chrome, and VoiceOver screen reader with Safari on OSX and iOS.

VI. Any usability issues for users with disabilities encountered during the accessibility assessments in Steps I-V were noted for subsequent mention.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)
EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, - V3.1.1 (2019-11)	(No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports**: Some functionality of the product does not meet the criterion.
- **Does Not Support**: The majority of product functionality does not meet the criterion.
- **Not Applicable**: The criterion is not relevant to the product.
- **Not Evaluated**: The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.1 Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 - Web, Sections 10.1-10.4 of Chapter 10 - Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 - Non-Web Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 – Documentation
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: EN 301 549 Criteria • 9.1.1.1 (Web) • 10.1.1.1 (Non-web document) • 11.1.1.1.1 (Open Functionality Software) • 11.1.1.1.2 (Closed Functionality Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	Some decorative images, including assessment content and feedback icons have unnecessary text equivalents. In PDF book contents, images lack descriptions.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria • 9.1.2.1 (Web) • 10.1.2.1 (Non-web document) • 11.1.2.1.1 (Open Functionality Software) • 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Audio content is text to speech of displayed book content.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria • 9.1.2.2 (Web) • 10.1.2.2 (Non-web document) • 11.1.2.2 (Open Functionality Software) • 11.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	No video content.

Criteria	Conformance Level	Remarks and Explanations
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria • 9.1.2.3 (Web) • 10.1.2.3 (Non-web document) • 11.1.2.3.1 (Open Functionality Software) • 11.1.2.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	No video content.
1.3.1 Info and Relationships (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.1 (Web) • 10.1.3.1 (Non-web document) • 11.1.3.1.1 (Open Functionality Software) • 11.1.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	Some application pages and elements heading and semantic structure. Some labels and error messages are not correctly associated with controls.
1.3.2 Meaningful Sequence (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.2 (Web) • 10.1.3.2 (Non-web document) • 11.1.3.2.1 (Open Functionality Software) • 11.1.3.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	Some content is either incorrectly hidden or exposed to assistive technology.
1.3.3 Sensory Characteristics (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.3 (Web) • 10.1.3.3 (Non-web document)	Supports	Sensory characteristics are not used.

Criteria	Conformance Level	Remarks and Explanations
• 11.1.3.3 (Open Functionality Software) • 11.1.3.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
1.4.1 Use of Color (Level A) Also applies to: EN 301 549 Criteria • 9.1.4.1 (Web) • 10.1.4.1 (Non-web document) • 11.1.4.1 (Open Functionality Software) • 11.1.4.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	Some links/buttons are not differentiated from plain text. Highlighted passages are indicated with color alone.
1.4.2 Audio Control (Level A) Also applies to: EN 301 549 Criteria • 9.1.4.2 (Web) • 10.1.4.2 (Non-web document) • 11.1.4.2 (Open Functionality Software) • 11.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The product does not contain any audio that plays automatically.
2.1.1 Keyboard (Level A) Also applies to: EN 301 549 Criteria • 9.2.1.1 (Web) • 10.2.1.1 (Non-web document) • 11.2.1.1.1 (Open Functionality Software) • 11.2.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508	Partially Supports	Most elements are accessible via keyboard navigation. However, some modal dialogs do not correctly trap keyboard focus. Functionality that relies on text highlighting is not accessible with keyboard (e.g. annotations, notes, dictionary).

Criteria	Conformance Level	Remarks and Explanations
• 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
[2.1.2 No Keyboard Trap](#) (Level A) Also applies to: EN 301 549 Criteria • 9.2.1.2 (Web) • 10.2.1.2 (Non-web document) • 11.2.1.2 (Open Functionality Software) • 11.2.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	No keyboard traps exist in the product.
[2.1.4 Character Key Shortcuts](#) (Level A 2.1 only) Also applies to: EN 301 549 Criteria • 9.2.1.4 (Web) • 10.2.1.4 (Non-web document) • 11.2.1.4.1 (Open Functionality Software) • 11.2.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Supports	The product does not utilize character key shortcuts.
[2.2.1 Timing Adjustable](#) (Level A) Also applies to: EN 301 549 Criteria • 9.2.2.1 (Web) • 10.2.2.1 (Non-web document) • 11.2.2.1 (Open Functionality Software) • 11.2.2.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The product does not have content that is subject to a time limit.
[2.2.2 Pause, Stop, Hide](#) (Level A) Also applies to: EN 301 549 Criteria • 9.2.2.2 (Web) • 10.2.2.2 (Non-web document) • 11.2.2.2 (Open Functionality Software)	Supports	The product does not contain moving, blinking, or scrolling content.

Criteria	Conformance Level	Remarks and Explanations
• 11.2.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: EN 301 549 Criteria • 9.2.3.1 (Web) • 10.2.3.1 (Non-web document) • 11.2.3.1 (Open Functionality Software) • 11.2.3.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The product did not have any flashing content.
2.4.1 Bypass Blocks (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.1 (Web) • 10.2.4.1 (Non-web document) – Does not apply • 11.2.4.1 (Open Functionality Software) – Does not apply • 11.2.4.1 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Partially Supports	Some content types lack a heading/region structure that can be used to facilitate bypassing blocks of content.
2.4.2 Page Titled (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.2 (Web) • 10.2.4.2 (Non-web document) • 11.2.4.2 (Open Functionality Software) - Does not apply • 11.2.4.2 (Closed Software) – Does not apply	Supports	Page titles describe topic or purpose.

Criteria	Conformance Level	Remarks and Explanations
• 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
[2.4.3 Focus Order]() (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.3 (Web) • 10.2.4.3 (Non-web document) • 11.2.4.3 (Open Functionality Software) • 11.2.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	Most focusable elements are ordered meaningfully and sequentially. Some modal dialogs do not correctly trap keyboard focus, allowing it to move to background content that should be hidden. In some instances, focus is not properly managed.
[2.4.4 Link Purpose (In Context)]() (Level A) Also applies to: EN 301 549 Criteria • 9.2.4.4 (Web) • 10.2.4.4 (Non-web document) • 11.2.4.4 (Open Functionality Software) • 11.2.4.4 (Closed Software • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The purpose of all links can be determined either from link text alone or from context.
[2.5.1 Pointer Gestures]() (Level A 2.1 only) Also applies to: EN 301 549 Criteria • 9.2.5.1 (Web) • 10.2.5.1 (Non-web document) • 11.2.5.1 (Open Functionality Software) • 11.2.5.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Supports	The product does not require multipoint or path-base gestures.
[2.5.2 Pointer Cancellation]() (Level A 2.1 only) Also applies to:	Supports	Pointer action can be cancelled by moving off active element before lifting pointer.

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria • 9.2.5.2 (Web) • 10.2.5.2 (Non-web document) • 11.2.5.2 (Open Functionality Software) • 11.2.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply		
2.5.3 Label in Name (Level A 2.1 only) Also applies to: EN 301 549 Criteria • 9.2.5.3 (Web) • 10.2.5.3 (Non-web document) • 11.2.5.3.1 (Open Functionality Software) • 11.2.5.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Partially Supports	Several controls do not have accessible labels that include visible label text.
2.5.4 Motion Actuation (Level A 2.1 only) Also applies to: EN 301 549 Criteria • 9.2.5.4 (Web) • 10.2.5.4 (Non-web document) • 11.2.5.4 (Open Functionality Software) • 11.2.5.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Supports	The product does not contain functionality dependent on device or user motion.
3.1.1 Language of Page (Level A) Also applies to: EN 301 549 Criteria • 9.3.1.1 (Web) • 10.3.1.1 (Non-web document) • 11.3.1.1.1 (Open Functionality Software) • 11.3.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The language of page is correctly defined.
3.2.1 On Focus (Level A) Also applies to: EN 301 549 Criteria	Supports	No user interface components initiate a change of context on focus.

Criteria	Conformance Level	Remarks and Explanations
• 9.3.2.1 (Web) • 10.3.2.1 (Non-web document) • 11.3.2.1 (Open Functionality Software) • 11.3.2.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
3.2.2 On Input (Level A) Also applies to: EN 301 549 Criteria • 9.3.2.2 (Web) • 10.3.2.2 (Non-web document) • 11.3.2.2 (Open Functionality Software) • 11.3.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	Some control initiate a change of context, including page selection controls.
3.3.1 Error Identification (Level A) Also applies to: EN 301 549 Criteria • 9.3.3.1 (Web) • 10.3.3.1 (Non-web document) • 11.3.3.1.1 (Open Functionality Software) • 11.3.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Error messages are provided.
3.3.2 Labels or Instructions (Level A) Also applies to: EN 301 549 Criteria • 9.3.3.2 (Web) • 10.3.3.2 (Non-web document) • 11.3.3.2 (Open Functionality Software) • 11.3.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs)	Partially Supports	Some form fields are unlabeled, or are not labeled in an informative manner.

Criteria	Conformance Level	Remarks and Explanations
● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)		
4.1.1 Parsing (Level A) Also applies to: EN 301 549 Criteria ● 9.4.1.1 (Web) ● 10.4.1.1 (Non-web document) ● 11.4.1.1.1 (Open Functionality Software) ● 11.4.1.1.2 (Closed Software) – Does not apply ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Supports	Coded elements are written to HTML5 standards. All elements have both open and close tags and there are no duplicate IDs, with the only exception being duplicate IDs in some of the reused svg icons, which does not affect accessibility.
4.1.2 Name, Role, Value (Level A) Also applies to: EN 301 549 Criteria ● 9.4.1.2 (Web) ● 10.4.1.2 (Non-web document) ● 11.4.1.2.1 (Open Functionality Software) ● 11.4.1.2.2 (Closed Software) – Not required ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Partially Supports	A number of custom controls (expandable/collapsible, tabbed interfaces, dialogs) do not conform to established ARIA patterns. Improper use of “main” role for the book content frame element prevents Safari/VoiceOver users from being able to interact with it, rendering accessing book content very difficult in that environment.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: EN 301 549 Criteria ● 9.1.2.4 (Web) ● 10.1.2.4 (Non-web document) ● 11.1.2.4 (Open Functionality Software)	Not Applicable	No live video content is used in the product.

Criteria	Conformance Level	Remarks and Explanations
• 11.1.2.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: EN 301 549 Criteria • 9.1.2.5 (Web) • 10.1.2.5 (Non-web document) • 11.1.2.5 (Open Functionality Software) • 11.1.2.5 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	No video content used in this product.
1.3.4 Orientation (Level AA 2.1 only) Also applies to: EN 301 549 Criteria • 9.1.3.4 (Web) • 10.1.3.4 (Non-web document) • 11.1.3.4 (Open Functionality Software) • 11.1.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Supports	Content is not restricted to a specific display orientation.
1.3.5 Identify Input Purpose (Level AA 2.1 only) Also applies to: EN 301 549 Criteria • 9.1.3.5 (Web) • 10.1.3.5 (Non-web document) • 11.1.3.5.1 (Open Functionality Software) • 11.1.3.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Not Applicable	Form fields do not include the common types for autocomplete use.
1.4.3 Contrast (Minimum) (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.3 (Web)	Partially Supports	A small number of control labels have insufficient color contrast.

Criteria	Conformance Level	Remarks and Explanations
• 10.1.4.3 (Non-web document) • 11.1.4.3 (Open Functionality Software) • 11.1.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)		
1.4.4 Resize text (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.4 (Web) • 10.1.4.4 (Non-web document) • 11.1.4.4.1 (Open Functionality Software) • 11.1.4.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The product supports browser text resizing and browser zoom.
1.4.5 Images of Text (Level AA) Also applies to: EN 301 549 Criteria • 9.1.4.5 (Web) • 10.1.4.5 (Non-web document) • 11.1.4.5.1 (Open Functionality Software) • 11.1.4.5.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	No images of text are used, except where essential.
1.4.10 Reflow (Level AA 2.1 only) Also applies to: EN 301 549 Criteria • 9.1.4.10 (Web) • 10.1.4.10 (Non-web document) • 11.1.4.10 (Open Functionality Software) • 11.1.4.10 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs)	Partially Supports	Pages can be scaled down to 320px or scaled up to 400% zoom without loss of content or horizontal scrolling, with the exception of PDF content, which requires horizontal scrolling.

Criteria	Conformance Level	Remarks and Explanations
• 12.2.4 (Support Docs) Revised Section 508 – Does not apply		
1.4.11 Non-text Contrast (Level AA 2.1 only) Also applies to: EN 301 549 Criteria • 9.1.4.11 (Web) • 10.1.4.11 (Non-web document) • 11.1.4.11 (Open Functionality Software) • 11.1.4.11 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Partially Supports	Many field/control boundaries have insufficient color contrast.
1.4.12 Text Spacing (Level AA 2.1 only) Also applies to: EN 301 549 Criteria • 9.1.4.12 (Web) • 10.1.4.12 (Non-web document) • 11.1.4.12 (Open Functionality Software) • 11.1.4.12 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Supports	The product supports increased text spacing without loss of content or functionality.
1.4.13 Content on Hover or Focus (Level AA 2.1 only) Also applies to: EN 301 549 Criteria • 9.1.4.13 (Web) • 10.1.4.13 (Non-web document) • 11.1.4.13 (Open Functionality Software) • 11.1.4.13 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Supports	Tooltips that appear on hover are dismissable, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.5 (Web) • 10.2.4.5 (Non-web document) – Does not apply • 11.2.4.5 (Open Functionality Software) – Does not apply • 11.2.4.5 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508	Supports	Unless they are steps in the process, there are multiple ways of navigating to pages in the product.

Criteria	Conformance Level	Remarks and Explanations
• 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs		
[2.4.6 Headings and Labels](#) (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.6 (Web) • 10.2.4.6 (Non-web document) • 11.2.4.6 (Open Functionality Software) • 11.2.4.6 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	Some pages and modals do not have a hierarchical and informative heading structure. Some labels are not informative, or not correctly associated with fields.
[2.4.7 Focus Visible](#) (Level AA) Also applies to: EN 301 549 Criteria • 9.2.4.7 (Web) • 10.2.4.7 (Non-web document) • 11.2.4.7 (Open Functionality Software) • 11.2.4.7 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	A very clearly defined focus indicator is displayed for nearly all interactive elements.
[3.1.2 Language of Parts](#) (Level AA) Also applies to: EN 301 549 Criteria • 9.3.1.2 (Web) • 10.3.1.2 (Non-web document) • 11.3.1.2 (Open Functionality Software) – Does not apply • 11.3.1.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	This product uses single language for its user interface. Foreign language books have not been evaluated in this product.

Criteria	Conformance Level	Remarks and Explanations
3.2.3 Consistent Navigation (Level AA) Also applies to: EN 301 549 Criteria • 9.3.2.3 (Web) • 10.3.2.3 (Non-web document) – Does not apply • 11.3.2.3 (Open Functionality Software) – Does not apply • 11.3.2.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	The navigation elements stay consistent in this product.
3.2.4 Consistent Identification (Level AA) Also applies to: EN 301 549 Criteria • 9.3.2.4 (Web) • 10.3.2.4 (Non-web document) – Does not apply • 11.3.2.4 (Open Functionality Software) – Does not apply • 11.3.2.4 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	Elements have consistent identification and functionality throughout the product.
3.3.3 Error Suggestion (Level AA) Also applies to: EN 301 549 Criteria • 9.3.3.3 (Web) • 10.3.3.3 (Non-web document) • 11.3.3.3 (Open Functionality Software) • 11.3.3.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software)	Supports	Error messages suggest corrections.

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)		
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: EN 301 549 Criteria • 9.3.3.4 (Web) • 10.3.3.4 (Non-web document) • 11.3.3.4 (Open Functionality Software) • 11.3.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The product does not contain protected legal or financial data.
4.1.3 Status Messages (Level AA 2.1 only) Also applies to: EN 301 549 Criteria • 9.4.1.3 (Web) • 10.4.1.3 (Non-web document) • 11.4.1.3 (Open Functionality Software) • 11.4.1.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Partially Supports	Some pages have page load status messages that are confusing.

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Partially Supports	Most functions are accessible for these users, with the following exceptions: - Annotations - Notes - Dictionary - PDF Content Safari/VoiceOver users will also encounter difficulty accessing book content, regardless of book format.
302.2 With Limited Vision	Partially Supports	Most functions are accessible for these users, with the exception of PDF Content, which does not reflow when zoom is employed.
302.3 Without Perception of Color	Partially Supports	Most functions are accessible for these users, with the exception of Annotations/Highlighting, which relies on color alone.
302.4 Without Hearing	Supports	The product does not require use of hearing to operate.
302.5 With Limited Hearing	Supports	The product does not require use of hearing to operate.
302.6 Without Speech	Supports	Use of speech is not required to operate the product.
302.7 With Limited Manipulation	Partially Supports	Most functions are operable with keyboard, with the following exceptions: - Annotations

Criteria	Conformance Level	Remarks and Explanations
		- Notes - Dictionary
302.8 With Limited Reach and Strength	Supports	Most functions are operable with keyboard, with the following exceptions: - Annotations - Notes - Dictionary
302.9 With Limited Language, Cognitive, and Learning Abilities	Partially Supports	The product uses consistent navigation, both in main website navigation and form controls. The product supports the use of text spacing. Extended descriptions for figures are not accessible for these users, unless they use a screen reader.

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Partially Supports	Limited accessibility documentation is available via the Help widget.
602.3 Electronic Support Documentation	See WCAG 2.1 section	See information in WCAG 2.1 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Does Not Support	Product support information is not available in alternative formats.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Partially Supports	Limited accessibility documentation is available via the Help widget.
603.3 Accommodation of Communication Needs	Partially Supports	Support is provided via an online widget or email.

Legal Disclaimer (Company)

Include BIBLIU legal disclaimer here, if needed.

Appendix C – SOC2 Type II Letter of Attestation

Prescient Assurance LLC
25 W 36th Street Floor 11
New York, NY 10018

December 11, 2024

Bibliu LTD
All Saints Church Hall, Carnegie St, London, United Kingdom, N1 9QW
Name of Signatory: Tim Pinington
Phone and Email of Signatory: 447828540550, tim.pinington@bibliu.com

Letter of Attestation

SOC 2 Type 2 Compliance

Unqualified Opinion
In our opinion, in all material respects:

a) The description presents Bibliu LTD's system that was designed and implemented throughout the period June 3, 2024 to September 3, 2024 in accordance with the description criteria.

b) The controls stated in the description were suitably designed throughout the period June 3, 2024 to September 3, 2024, to provide reasonable assurance that Bibliu LTD's service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout the period, and if the subservice organization and user entities applied the complementary controls assumed in the design of Bibliu LTD's controls during that period.

c) The controls stated in the description operated effectively throughout the period June 3, 2024 to September 3, 2024, to provide reasonable assurance that Bibliu LTD's service commitments and system requirements were achieved based on the applicable trust services criteria, if the complementary subservice organization and complementary user entity controls assumed in the design of Bibliu LTD's controls operated effectively throughout the period.

Prescient Assurance LLC confirms SOC 2 Type 2 compliance by Bibliu LTD in accordance with the AICPA's Trust Service Criteria for Security.

John Wallace

Prescient Assurance, LLC.
John Wallace
CPA & Partner

Appendix D - Attestation of Compliance

Payment Card Industry
Data Security Standard

Attestation of Compliance for Report on Compliance – Service Providers

Version 4.0

Revision 1

Publication Date: December 2022

PCI DSS v4.0 Attestation of Compliance for Report on Compliance – Service Providers

Entity Name: MBS Textbook Exchange, LLC

Assessment End Date: 2024-08-22

Date of Report as noted in the Report on Compliance: 2024-09-03

Section 1 Assessment Information

Instructions for Submission

This Attestation of Compliance (AOC) must be completed as a declaration of the results of the service provider's assessment against the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Testing Procedures (*"Assessment"). Complete all sections. The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the entity(ies) to which this AOC will be submitted for reporting and submission procedures.

This AOC reflects the results documented in an associated Report on Compliance (ROC). Associated ROC sections are noted in each AOC Part/Section below.

Capitalized terms used but not otherwise defined in this document have the meanings set forth in the PCI DSS Report on Compliance Template.

Part 1. Contact Information	
Part 1a. Assessed Entity (ROC Section 1.1)	
Company name:	MBS Textbook Exchange, LLC
DBA (doing business as):	MBS Textbook Exchange, LLC - InSite
Company mailing address:	2711 West Ash St Columbia, MO 65203
Company main website:	https://www.mbsbooks.com
Company contact name:	Omar Ifikhar
Company contact title:	Director Information Security
Contact phone number:	573-777-5373
Contact e-mail address:	oiftikhar@bned.com
Part 1b. Assessor (ROC Section 1.1)	
Provide the following information for all assessors involved in the Assessment. If there was no assessor for a given assessor type, enter Not Applicable.	
PCI SSC Internal Security Assessor(s)	
ISA name(s):	Not Applicable
Qualified Security Assessor	
Company name:	Coalfire Systems, Inc.
Company mailing address:	8480 E Orchard Rd., Suite 5800 Greenwood Village, CO 80111
Company website:	https://www.coalfire.com
Lead Assessor name:	Kameko Hancock
Assessor phone number:	877-224-8077

Assessor e-mail address:	CoalfireSubmission@coalfire.com
Assessor certificate number:	205-148

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the Assessment (select all that apply):

Name of service(s) assessed:	MBS Insite – e-commerce	
Type of service(s) assessed:		
Hosting Provider: ☐ Applications / software ☐ Hardware ☐ Infrastructure / Network ☐ Physical space (co-location) ☐ Storage ☐ Web-hosting services ☐ Security services ☐ 3-D Secure Hosting Provider ☐ Multi-Tenant Service Provider ☐ Other Hosting (specify): Not Applicable	**Managed Services:** ☐ Systems security services ☐ IT support ☐ Physical security ☐ Terminal Management System ☐ Other services (specify): Not Applicable	**Payment Processing:** ☐ POI / card present ☒ Internet / e-commerce ☐ MOTO / Call Center ☐ ATM ☐ Other processing (specify): Not Applicable
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify): Not Applicable		

Note: *These categories are provided for assistance only and are not intended to limit or predetermine an entity's service description. If these categories do not apply to the assessed service, complete "Others." If it is not clear whether a category could apply to the assessed service, consult with the entity(ies) to which this AOC will be submitted.*

Part 2a. Scope Verification *(continued)*		
Services that are provided by the service provider but were NOT INCLUDED in the scope of the Assessment (select all that apply):		
Name of service(s) not assessed:	Not Applicable	
Type of service(s) not assessed:		
Hosting Provider: ☐ Applications / software ☐ Hardware ☐ Infrastructure / Network ☐ Physical space (co-location) ☐ Storage ☐ Web-hosting services ☐ Security services ☐ 3-D Secure Hosting Provider ☐ Multi-Tenant Service Provider ☐ Other Hosting (specify): Not Applicable	**Managed Services:** ☐ Systems security services ☐ IT support ☐ Physical security ☐ Terminal Management System ☐ Other services (specify): Not Applicable	**Payment Processing:** ☐ POI / card present ☐ Internet / e-commerce ☐ MOTO / Call Center ☐ ATM ☐ Other processing (specify): Not Applicable
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify): Not Applicable		
Provide a brief explanation why any checked services were not included in the Assessment:	Not Applicable	

Part 2b. Description of Role with Payment Cards (ROC Section 2.1)	
Describe how the business stores, processes, and/or transmits account data.	MBS Insite does not store, process, and/or transmit cardholder data. All payment information, including PAN, name, expiry and card security code is collected in the FIS Worldpay, LLC. (DBA: Worldpay B2B Payments Paymetric) iFrame. The PAN is tokenized and only the token and the last four digits of the PAN are stored on the MBS InSite database server.
Describe how the business is otherwise involved in or has the ability to impact the security of its customers' account data.	MBS InSite hosts e-commerce sites for their merchant customers consisting of the Worldpay B2B Payments Paymetric provided iFrame. MBS InSite secures the hosted environment via firewalls, webservers, access

	control, logging and monitoring, and vulnerability management.
Describe system components that could impact the security of account data.	System components that could impact the security of account data includes the firewalls and the webservers hosting merchant customer e-commerce sites. MBS Insite does not store, process, and/or transmit cardholder data.

Part 2c. Description of Payment Card Environment	
Provide a high-level description of the environment covered by this Assessment. *For example:* • *Connections into and out of the cardholder data environment (CDE).* • *Critical system components within the CDE, such as POI devices, databases, web servers, etc., and any other necessary payment components, as applicable.* • *System components that could impact the security of account data.*	MBS Textbook Exchange, LLC – InSite (MBS InSite) is a Level 1 Service Provider that provides e-commerce solutions to college bookstores in the United States and Canada by hosting multiple individual client payment pages containing respective client merchant IDs for payment processing. MBS InSite's merchant payment pages includes the FIS Worldpay, LLC. (DBA: Worldpay B2B Payments) provided iFrame. The iFrame collects cardholder data (CHD) such as the PAN, cardholder name, expiry, and card security code for processing. MBS InSite receives and stores tokens only. MBS InSite does not store, process, or transmit cardholder data (CDE).
Indicate whether the environment includes segmentation to reduce the scope of the Assessment. (Refer to the "Segmentation" section of PCI DSS for guidance on segmentation)	☒ Yes ☐ No

Part 2d. In-Scope Locations/Facilities (ROC Section 4.6)		
List all types of physical locations/facilities (for example, corporate offices, data centers, call centers and mail rooms) in scope for this Assessment.		
Facility Type	**Total Number of Locations** (How many locations of this type are in scope)	**Location(s) of Facility** (city, country)
Colocation	1	Chicago, IL

Part 2e. PCI SSC Validated Products and Solutions (ROC Section 3.3)
Does the entity use any item identified on any PCI SSC Lists of Validated Products and Solutions*? ☐ Yes ☒ No
Provide the following information regarding each item the entity uses from PCI SSC's Lists of Validated Products and Solutions:

Name of PCI SSC-validated Product or Solution	Version of Product or Solution	PCI SSC Standard to which Product or Solution Was Validated	PCI SSC Listing Reference Number	Expiry Date of Listing
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

* For purposes of this document, ”Lists of Validated Products and Solutions” means the lists of validated products, solutions, and/or components, appearing on the PCI SSC website (www.pcisecuritystandards.org) (for example, 3DS Software Development Kits, Approved PTS Devices, Validated Payment Software, Payment Applications (PA-DSS), Point to Point Encryption (P2PE) solutions, Software-Based PIN Entry on COTS (SPoC) solutions, and Contactless Payments on COTS (CPoC) solutions).

Part 2f. Third-Party Service Providers *(***ROC Section 4.4***)*	
For the services being validated, does the entity have relationships with one or more third-party service providers that:	
• Store, process, or transmit account data on the entity's behalf (for example, payment gateways, payment processors, payment service providers (PSPs, and off-site storage))	☒ Yes ☐ No
• Manage system components included in the entity's Assessment (for example, via network security control services, anti-malware services, security incident and event management (SIEM), contact and call centers, web-hosting companies, and IaaS, PaaS, SaaS, and FaaS cloud providers)	☒ Yes ☐ No
• Could impact the security of the entity's CDE (for example, vendors providing support via remote access, and/or bespoke software developers).	☒ Yes ☐ No

If Yes:

Name of Service Provider:	**Description of Services Provided:**
Centersquare/Cyxtera Technologies Inc	Colocation
FIS WorldPay, LLC. (DBA: Worldpay B2B Payments)	Tokenization and Payment Processing

Note: *Requirement 12.8 applies to all entities in this list.*

Doc ID: 038b73773a0e4d7143c2eeb46cfd6205ba88a01f

Part 2g. Summary of Assessment
(ROC Section 1.8.1)

Indicate below all responses provided within each principal PCI DSS requirement.

PCI DSS Requirement	Requirement Finding More than one response may be selected for a given requirement. Indicate all responses that apply.				Select If Below Method(s) Was Used	
	In Place	Not Applicable	Not Tested	Not in Place	Customized Approach	Compensating Controls
Requirement 1:	☒	☒	☐	☐	☐	☐
Requirement 2:	☒	☒	☐	☐	☐	☐
Requirement 3:	☐	☒	☐	☐	☐	☐
Requirement 4:	☐	☒	☐	☐	☐	☐
Requirement 5:	☒	☒	☐	☐	☐	☐
Requirement 6:	☒	☒	☐	☐	☐	☐
Requirement 7:	☐	☒	☐	☐	☐	☐
Requirement 8:	☒	☒	☐	☐	☐	☐
Requirement 9:	☒	☒	☐	☐	☐	☐
Requirement 10:	☒	☒	☐	☐	☐	☐
Requirement 11:	☒	☒	☐	☐	☐	☐
Requirement 12:	☒	☒	☐	☐	☐	☐
Appendix A1:	☐	☒	☐	☐	☐	☐
Appendix A2:	☐	☒	☐	☐	☐	☐

Section 2 Report on Compliance

(**ROC Sections 1.2 and 1.3.2**)

Date Assessment began: ***Note:*** *This is the first date that evidence was gathered, or observations were made.*			2024-04-25
Date Assessment ended: ***Note:*** *This is the last date that evidence was gathered, or observations were made.*			2024-08-22
Were any requirements in the ROC unable to be met due to a legal constraint?			☐ Yes ☒ No
Were any testing activities performed remotely? If yes, for each testing activity below, indicate whether remote assessment activities were performed:			☒ Yes ☐ No
• Examine documentation	☒ Yes	☐ No	
• Interview personnel	☒ Yes	☐ No	
• Examine/observe live data	☒ Yes	☐ No	
• Observe process being performed	☒ Yes	☐ No	
• Observe physical environment	☐ Yes	☒ No	
• Interactive testing	☒ Yes	☐ No	
• Other: Not Applicable	☐ Yes	☒ No	

Section 3 Validation and Attestation Details

Part 3. PCI DSS Validation
(ROC Section 1.7)

This AOC is based on results noted in the ROC dated *(Date of Report as noted in the ROC* 2024-09-03*)*.

Indicate below whether a full or partial PCI DSS assessment was completed:

☒ **Full Assessment** – All requirements have been assessed and therefore no requirements were marked as Not Tested in the ROC.

☐ **Partial Assessment** – One or more requirements have not been assessed and were therefore marked as Not Tested in the ROC. Any requirement not assessed is noted as Not Tested in Part 2g above.

Based on the results documented in the ROC noted above, each signatory identified in any of Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document *(select one):*

☒	**Compliant:** All sections of the PCI DSS ROC are complete, and all assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT** rating; thereby *MBS Textbook Exchange, Inc.* has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above.
☐	**Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or one or more requirements are marked as Not in Place, resulting in an overall **NON-COMPLIANT** rating; thereby *Not Applicable* has not demonstrated compliance with PCI DSS requirements. **Target Date** for Compliance: Not Applicable An entity submitting this form with a Non-Compliant status may be required to complete the Action Plan in Part 4 of this document. Confirm with the entity to which this AOC will be submitted before completing Part 4.
☐	**Compliant but with Legal exception:** One or more assessed requirements in the ROC are marked as Not in Place due to a legal restriction that prevents the requirement from being met and all other assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT BUT WITH LEGAL EXCEPTION** rating; thereby *Not Applicable* has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above or as Not in Place due to a legal restriction. This option requires additional review from the entity to which this AOC will be submitted. *If selected, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement from being met
Not Applicable	Not Applicable

Part 3a. Service Provider Acknowledgement	
Signatory(s) confirms: (Select all that apply)	
☒	The ROC was completed according to *PCI DSS*, Version 4.0 and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of the Assessment in all material respects.
☒	PCI DSS controls will be maintained at all times, as applicable to the entity's environment.

Part 3b. Service Provider Attestation	
Rich Davidson	
Signature of Service Provider Executive Officer ↑	Date: 09 / 03 / 2024
Service Provider Executive Officer Name: Rich Davidson	Title: VP, CISO

Part 3c. Qualified Security Assessor (QSA) Acknowledgement	
If a QSA was involved or assisted with this Assessment, indicate the role performed:	☒ QSA performed testing procedures.
	☐ QSA provided other assistance. If selected, describe all role(s) performed: Not Applicable
Kameko Hancock	
Signature of Lead QSA ↑	Date: 09 / 03 / 2024
Lead QSA Name: Kameko Hancock	
Signature of Duly Authorized Officer of QSA Company ↑	Date: 09 / 03 / 2024
Duly Authorized Officer Name: David Grow	QSA Company: Coalfire Systems, Inc.

Part 3d. PCI SSC Internal Security Assessor (ISA) Involvement	
If an ISA(s) was involved or assisted with this Assessment, indicate the role performed:	☐ ISA(s) performed testing procedures.
	☐ ISA(s) provided other assistance. If selected, describe all role(s) performed: Not Applicable

Part 4. Action Plan for Non-Compliant Requirements

Only complete Part 4 upon request of the entity to which this AOC will be submitted, and only if the Assessment has Non-Compliant results noted in Section 3.

If asked to complete this section, select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement below. For any "No" responses, include the date the entity expects to be compliant with the requirement and provide a brief description of the actions being taken to meet the requirement.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain network security controls	☐	☐	
2	Apply secure configurations to all system components	☐	☐	
3	Protect stored account data	☐	☐	
4	Protect cardholder data with strong cryptography during transmission over open, public networks	☐	☐	
5	Protect all systems and networks from malicious software	☐	☐	
6	Develop and maintain secure systems and software	☐	☐	
7	Restrict access to system components and cardholder data by business need to know	☐	☐	
8	Identify users and authenticate access to system components	☐	☐	
9	Restrict physical access to cardholder data	☐	☐	
10	Log and monitor all access to system components and cardholder data	☐	☐	
11	Test security systems and networks regularly	☐	☐	
12	Support information security with organizational policies and programs	☐	☐	
Appendix A1	Additional PCI DSS Requirements for Multi-Tenant Service Providers	☐	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	☐	☐	

Appendix E - High-Level Threat Security Assessment

BibliU is currently carrying out work to complete a High-Level Threat Security Assessment. We aim to have work completed by April 1, 2025. Additionally, BibliU has provided our SOC2 Type II Attestation of Compliance, as well as PCI Attestation of Compliance, within this proposal as Appendix C and D respectively.

Appendix F - Small Business Subcontracting Plan

BibliU does not subcontract for any of the services we provide. We will endeavour to prioritize and explore opportunities to work with local suppliers that are small businesses.

Appendix G - Acknowledgement of Addenda 1 and 2

University of Mary Washington
Procurement Services

ADDENDUM
February 28, 2025

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals:	RFP 25-1828: Campus Store Operations
Date Issued:	February 7, 2025
For Delivery to:	University of Mary Washington, Commonwealth of Virginia
Proposal Due Date:	Monday, March 10, 2025 at 2:00 PM EST

This addendum consists of seven (7) pages.

Questions from Offerors:

1. **Q: It states in RFP 25-1828 that it is being issued by the University of Mary Washington (UMW) on behalf of the Virginia Higher Education Procurement Consortium (VHPEC). How does a VHEPC cooperative contract and PAC Agreement work?**
   A: The intent of this RFP solicitation issued by UMW on behalf of VHEPC is to provide a master contract vehicle containing VHEPC cooperative language, as well as to provide required services for UMW. VHEPC makes most of their cooperative contracts available for any agency to use. They allow any organization that a vendor approves, whether it be public and private colleges, K-12 school systems, health institutions, cities, and municipalities, to access their contracts. The Consortium currently represents 37 schools within the state of Virginia. Non-Consortium entities may be nationwide. Using a VHEPC contract eliminates the need for other entities, as well as vendors, to spend time and money in issuing and responding to additional RFPs. If a vendor approves a non-member entity's use of their VHEPC contract, the agency would simply need to execute a bridge agreement to the vendor's VHEPC contract (incorporating any business specifics and necessary additional terms and conditions). The Vendor will then pay the VHEPC one percent (1%) of all revenue received from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee is paid in exchange for marketing services provided by the University and the Consortium. Further details are described in Attachment B – PAC Agreement Sample, Section II.

2. **Q: Please provide a list of the college owned FF&E *(furniture, fixtures & equipment)* that will remain in the store if the College transitions to a new bookstore provider.**
   A: Most but not all FF&E in the store are owned by the University. A complete list is not available.

3. **Q: What is the existing total inventory value? Is it the expectation of the University that the selected operator purchases all of it?**
   A: The total inventory value as of 02/25/2025 is $427,924.00. Selected operator would be required to purchase inventory in accordance with the terms of contract UMW 18-797 – Bookstore and Retail Operations, IV., E. and VI., D., 8.

4. **Q: Where is the nearest accessible dock?**
   A: The nearest accessible dock is at the back of Lee Hall, ground floor. Please see Attachment H – Fredericksburg Campus Map for the location of Lee Hall (#26).

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

5. **Q: Attachment D – UMW Campus Store Floor Plan has some details in the legend regarding Demo, To Remain, Relocate etc. Have these changes already been made?**
   A: No.

   Q: If not, can you speak more about that?
   A: The changes described on the attachment are not related to this RFP.
   Q: Are there any plans to move or alter the current bookstore location?
   A: There are no plans to relocate the current bookstore, but the footprint may be reduced within the existing space.

6. **Q: Is it the desire of the institution for the chosen vendor to retain the bookstore's current full-time employees?**
   A: Current bookstore staff is well regarded at UMW.
   Q: If so, please provide a listing of the current full-time employees and each of their attributable annual salaries.
   A: Staff salary information is not available to UMW.

7. **Q: Please provide a booklist in excel or. csv for the current semester, and as many as three years back, by semester. That list would show:**
   - **ISBN**
   - **Course**
   - **Credit hours of each course**
   - **Actual enrollment by course (capacity and estimated enrollment are not helpful for our calculations, just for context)**
   - **Units sold by course**
   - **Gross sales by course, if available**

   A. Please see Attachment I – Adoption Report for this information.

8. **Q: What percentage of courses use a textbook?**
   A: 42% of courses not labeled independent study utilize a textbook.

9. **Q: What percentage of courses use courseware (i.e., My Pearson Lab, Cengage Now, Wiley Plus, etc.)?**
   A: 12% of courses not labeled independent study use courseware.

10. **Q: What percentage of courses use OER materials?**
    A: 6% courses not labeled independent study use OER materials.

11. **Q: What goals does your institution have in place for the use of OER over the next five years?**
    A: Guidance for OER Materials can be found at the link below.
    - OpenUMW

12. **Q: Are you currently running Inclusive Access (IA) programs?**
    A: Yes
    Q: If yes, how many courses/sections are using IA materials?
    - Spring 2025: 68 courses, 112 sections
    - Fall 2024: 67 courses, 119 sections

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

Q: If yes, what is the annual sales volume of IA?

- FY24 IA sales = $495,336.

Q: If yes, are the sales numbers already included in the digital line item above? Yes.

Q: If yes, what digital provider is supporting IA courses (Verba/VitalSource, Willo, RedShelf, Publisher direct, etc.)?

A: The digital providers supporting Inclusive Access courses are Yuzu/VitalSource and publisher content.

Q: If yes, do any IA courses go directly through the publisher?

A: No.

Q: If yes, is the bookstore currently the exclusive conveyor of Inclusive Access (IA)?

A: Bookstore is the sole purveyor of Inclusive Access.

13. **Q: Please provide your brand guidelines.**

    A: Brand guidelines can be found in the three attachments below. Attachments are listed within the eVA VBO for RFP 25-1828.

    - Attachment J – UMW Athletics Brand Guide 2022
    - Attachment K – UMW Toolkit 2021 (Lo-Res)
    - Attachment L – UMW Toolkit Supplement 2022

14. **Q: Is your merchandise licensed?**

    A: Yes. Please refer to RFP 25-1828, VII., K., 2.

    Q: If yes, do you work with a third-party licensing agency?

    A: No. UMW is self-licensed. Please reference RFP 25-1828, VII., K., 2.

15. **Q: Are there any limitations on convenience offerings for food or beverage?**

    A: Yes

    Q: Please elaborate on other agreements.

    A: Agreements can be found at the links below. Please also see RFP 25-1828, VII., V.

    - Sodexo: UCPUMW 23-1457 – Dining Service Operations
    - Pepsi: COOP 24-1755 – Pepsi Pouring Rights

16. **Q: Does the store support in-venue sales at athletic events?**

    A: It is desirable that the store support in-venue sales at athletic events.

    - Which sports? N/A
    - What is the approximate revenue from in-venue sales? N/A

17. **Q. Do all athletic merchandise sales go through the campus store? If not, who handles those sales?**

    A: Please reference UMW Contract Number COOP 22-1356 provided in the link below. BSN Sports provides short term pop-up stores as fundraisers for teams.

    - BSN Sports: COOP 22-1356 – Athletic Sports Apparel

18. **Q: What is the bookstore's role in selling/distributing graduation caps and gowns?**

    A: Please refer to RFP 25-1828, VII., C., 2. and VII., M.

19. **Q: How many collegiate level athletic teams does the institution have?**

    A: Information can be found using the link below. Once on the site, be sure to click on the three lines in the top left corner. From there, click "Sports" from the dropdown for the list of sports.

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

- University of Mary Washington Eagles

20. **Q: What are the current challenges with your existing bookstore operations that you would like to see addressed?**
A: Please refer to RFP 25-1828, VII., B., 2. and K. through L., 1. and 3.

21. **Q: Are there any programs run by the incumbent bookstore provider that you would like to see continue that are outside of the normal operations of the college bookstore?**
A: The Bookstore supports campus events outside of store operating hours and such support is required to continue. These include but are not limited to book sales at the Great Lives Series. Please also reference RFP 25-1828, VII.,C., c.

22. **Q: Who is on the RFP Committee and what are their roles at the institution?**
A: We are not able to disclose the names or roles of the RFP Committee.

23. **Q: Please describe how students utilize their financial aid in the campus store and if there are any restrictions.**
A: Financial Aid can be used in-store and online. Restrictions may vary by type of aid.

24. **Q: If this discussion includes an Equitable Access Program (EA), please provide the total Credit Hours enrolled for the previous three semesters.**
A: The University does not have an Equitable Access Program.

25. **Q: How many students currently live in on-campus housing?**
A: As of 02/24/2025, there are 1,939 students currently living on campus.

26. **Q: Can you provide the CAD file for store space?**
A: We are not able to provide a CAD file of the floor plan, but please refer to RFP 25-1828: Attachment D for a pdf version of the space.

27. **Q: Is there an unamortized/undepreciated balance from prior store renovations or from any one-time contractual contributions? If yes, will a subsequent vendor be expected to cover this cost and how much will that amount be at the end of the agreement or as of June 30, 2025?**
A: There is no unamortized/undepreciated balance that a vendor is expected to cover.

28. **Q: How many courses, sections and titles are in the Inclusive Access (course by course) program?**
A: Please see Attachment I – Adoption Report to view the courses and sections using Inclusive Access for Spring 2025.

29. **Q: Is the current Inclusive Access only digital materials or are there print materials in the current offering? What is the percentage of digital v. print?**
A: Inclusive Access materials may be accompanied by a low-cost physical book. Otherwise, Inclusive Access is only digital.

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

30. **Q: Please provide total Credit Hours enrolled for Summer 2024, Fall 2024, and Spring 2025.**

    A: Total students and credit hours enrolled:

    - Summer 2024: 1,042 students enrolled in 5,257 credit hours
    - Fall 2024: 3,855 students enrolled in 50,003 credit hours
    - Spring 2025: 3,503 students enrolled in 45,890 credit hours

31. **Q: Can you provide Sales breakdown by Category Year to Date for FY 25? Please provide an explanation of any sales listed as "other".**

Sales Period: May 2024 - Jan. 2025, week 4:	FY25 YTD Jan 2025
Total Course Materials	**832,828**
Physical Textbook Sales	**249,827**
66 New Textbooks	187,290
67 Used Textbooks	62,537
Physical Textbook Rentals	**145,283**
36 Publisher Rentals	7,886
46 New Textbook Rentals	55,368
47 Used Textbook Rentals	82,029
Digital Course Materials	**437,717**
62 Printed Access Cards	15,590
64 Digital Courseware	349,146
65 eTextbooks	72,981
Total General Merchandise	**400,077**
Logo Products	**260,111**
80 School Spirit Clothing	224,342
94 Backpacks	809
96 School Spirit, Gifts, Accessories	34,960
NonLogo Products	**139,966**
68 Trade Books	7,614
Supply Products	**77,941**
70 School Supplies	33,131
71 Electronics NonCommissionable	4,915
72 Computer Peripherals	14,253
98 Course Required Supplies	25,642
Food Products	**18,822**
89 Cafe	375
91 Convenience	18,447
Miscellaneous Products	**9,739**
81 NonEmblematic Trend Area	8,753
92 Dorm Furnishings-Regional Buys	870
93 Greeting Cards	116
Grad Products	**25,850**
90 Graduation Products	9,841
97 Prints, Frames, Museum Shop	16,009
Total Sales	**1,232,905**

32. **Q: Does the current provider support in venue sales for any athletic events? If yes, what is the approximate annual sales?**

    A: No.

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

33. **Q: What are the top three challenges that Mary Washington faces with current course materials operations that the institution hopes to resolve with a new provider?**
A: Please reference RFP 25-1828 for course materials requirements.

34. **Q: What is the highest priority item in the RFP?**
A: Please note that all elements outlined in this RFP are of equal importance. We expect comprehensive attention to all aspects of the proposal, and responses should address each requirement with the same level of urgency and focus.

35. **Q: If a general merchandise provider and a course material provider strategically align to serve Mary Washington, would the institution prefer one or two contracts.**
A: In the case of a course material provider firm subcontracting with a general merchandise provider, then one contract. In the case that one firm is awarded course materials and another is awarded general merchandise as a result of this RFP, then two contracts.

36. **Q: Is Financial Aid allocated to students for textbooks and course materials and used as a tender type in the current bookstore?**
A: Yes. Financial Aid is utilized as a tender in the physical store and on the online store.
Q: If so, can you describe the process for how Financial Aid is distributed and then used for course materials/textbooks?
A: The current POS system interfaces with UMW's ERP, Ellucian Banner when students use their Financial Aid for materials/textbooks.

37. **Q: What percentage of Mary Washington students receive Financial Aid?**
A: Further clarification is needed from vendor. Answer will be posted under Addendum 2.

38. **Q: What percentage of overall sales in the bookstore came from Financial Aid?**
A: Further clarification is needed from vendor. Answer will be posted under Addendum 2.

39. **Q: Are there any sales reflected in the historical sales numbers that were a result of a one-time grant or other funding that will not occur in the future?**
A: In FY24, vendor provided scholarships accounted for $1,519.45 in sales.

40. **Q: What percentage of the courses utilize free OER content?**
A: 6% of courses not labeled independent study utilize OER content.

41. **Q: Does UMW have any direct agreements in place with publishers or other third-party course material providers?**
A: No

42. **Q: Is UMW open to self-operating a spirit store (apparel, merchandise, sundry items, etc.) with an online bookstore vendor providing all student-purchased materials shipped directly to the campus bookstore for student pickup?**
A: UMW is open to considering a self-operated spirit store. Please confirm whether in such a case, the course materials provider would provide necessary course supplies (lab coats, goggles, art kits, etc.).

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

43. **Q: Does UMW have any Inclusive Access course material adoptions? If so, how many courses have inclusive access adoptions?**
    A: Yes.
    - Fall 2024: 67 courses, 119 sections
    - Spring 2025: 68 courses, 112 sections

44. **Q: Would UMW be interested in implementing an Equitable Access solution, an in-tuition solution where all course materials are automatically delivered to all students with the costs included as part of the cost of attendance?**
    A: UMW would not be interested in implementing an Equitable Access solution at this time.

END OF ADDENDUM NO. 1

Lindsay Fare
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: 540-654-1057

RFP 25-1828 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: BibliU

NAME OF OFFEROR REPRESENTATIVE: Carli Tegtmeier

OFFEROR SIGNATURE: Carli Tegtmeier

DATE: 3/13/2025

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

University of Mary Washington
Procurement Services

ADDENDUM
March 6, 2025

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals:	RFP 25-1828: Campus Store Operations
Date Issued:	February 7, 2025
For Delivery to:	University of Mary Washington, Commonwealth of Virginia
Proposal Due Date:	Thursday, March 13, 2025 at 2:00 PM EST

This addendum consists of one (1) page.

UPDATED Proposal Due Date:
Virginia's eProcurement System, eVA has been experiencing severe down time due to maintenance since 5:00 PM Friday, February 28, 2025. Although certain functionalities have been restored, the inability for electronic submissions through the eVA VBO is still present. With that said, the Proposal Due Date has now changed from Monday, March 10, 2025 at 2:00 PM EST to Thursday, March 13, 2025 at 2:00 PM EST. This should allow plenty of time for the eVA VBO to regain full functionality.

Questions from Offerors that required further clarification after Addendum No. 1 was issued:

1. **Q: What percentage of Mary Washington students receive Financial Aid?**
   A: 91% of all students that attend the University of Mary Washington receive some form of Financial Aid.

2. **Q: What percentage of overall sales in the bookstore came from Financial Aid?**
   A: In FY24, the gross sales for the bookstore were $1,464,764. $16,938.79 of those sales came from Financial Aid, which equates to 1.16%.

END OF ADDENDUM NO. 2

Lindsay Fare
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: 540-654-1057

RFP 25-1828 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: BibliU

NAME OF OFFEROR REPRESENTATIVE: Carli Tegtmeier

OFFEROR SIGNATURE: Carli Tegtmeier

DATE: 3/13/2025

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement